



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

**Automated Parking Guidance System (APGS) –
Operations & Maintenance**

CATS+ TORFP #J00B3400085

Maryland Aviation Administration (MAA)

ISSUE DATE: August 16, 2013

TABLE OF CONTENTS

KEY INFORMATION SHEET	4
SECTION 1 - ADMINISTRATIVE INFORMATION	5
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	5
1.2 TO AGREEMENT	5
1.3 TO PROPOSAL SUBMISSIONS	5
1.4 ORAL PRESENTATIONS/INTERVIEWS	5
1.5 TO PRE-PROPOSAL CONFERENCE	5
1.6 MINORITY BUSINESS ENTERPRISE (MBE) (IF APPLICABLE)	5
1.7 QUESTIONS	6
1.8 CONFLICT OF INTEREST	6
1.9 NON-DISCLOSURE AGREEMENT	6
1.10 LIMITATION OF LIABILITY CEILING	6
1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
1.12 IRANIAN NON-INVESTMENT	7
1.13 LIVING WAGE	7
1.14 CHANGE ORDERS	7
1.15 TRAVEL REIMBURSEMENT	7
SECTION 2 – SCOPE OF WORK	8
2.1 PURPOSE	8
2.2 REQUESTING AGENCY INFORMATION	8
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES	8
2.4 SYSTEM BACKGROUND AND DESCRIPTION	8
2.5 PROFESSIONAL DEVELOPMENT	8
2.6 REQUIREMENTS	9
2.6.1 <i>RECURRING TO CONTRACTOR DUTIES AND RESPONSIBILITIES:</i>	9
2.6.2 <i>TASK ORDER & PROJECT MANAGEMENT REPORTING:</i>	9
2.6.3 <i>NON-RECURRING DUTIES AND RESPONSIBILITIES:</i>	9
2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS	10
2.8 DELIVERABLES	10
2.8.1 <i>DELIVERABLES SUBMISSION PROCESS</i>	10
2.8.2 <i>DELIVERABLES DESCRIPTION/ACCEPTANCE CRITERIA</i>	11
2.9 WORK HOURS	12
2.10 SERVICE LEVEL AGREEMENT	12
2.11 PERFORMANCE EVALUATION	12
2.12 PERFORMANCE PROBLEM MITIGATION	12
2.13 SUBSTITUTION OF PERSONNEL	13
2.14 BACKUP/DISASTER RECOVERY	13
2.15 PREMISES AND OPERATIONAL SECURITY	13
2.16 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	13
2.17 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS	14
2.18 INVOICE PROCESS	14
2.18.1 <i>SUBMISSION</i>	14
2.18.2 <i>INVOICE FORMAT</i>	14
2.19 MBE PARTICIPATION REPORTS (IF APPLICABLE)	14
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	15

3.1	REQUIRED RESPONSE.....	15
3.2	FORMAT.....	15
3.2.1	<i>TECHNICAL PROPOSAL:</i>	15
3.2.2	<i>FINANCIAL PROPOSAL:</i>	16
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....		18
4.1	EVALUATION CRITERIA.....	18
4.2	TECHNICAL CRITERIA.....	18
4.3	FINANCIAL CRITERIA.....	18
4.4	SELECTION PROCEDURES.....	18
4.5	COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	18
ATTACHMENT 1 - PRICE PROPOSAL.....		19
ATTACHMENT 2 – MBE FORMS.....		21
ATTACHMENT 3 – TASK ORDER AGREEMENT.....		31
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....		34
ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY.....		35
ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (OFFEROR).....		37
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....		38
ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....		40
ATTACHMENT 9 - CRIMINAL BACKGROUND CHECK AFFIDAVIT.....		42
ATTACHMENT 10 – TO CONTRACTOR PERFORMANCE EVALUATION.....		43
ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM.....		46
ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....		47
ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT.....		48
ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN.....		49
EXHIBIT A.....		50

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP #J00B3400085 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS+ web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP NAME:	Automated Parking Guidance System (APGS) – Operations & Maintenance
FUNCTIONAL AREA:	FA #6 – Systems/Facilities Management and Maintenance
TORFP ISSUE DATE:	08/16/2013
Closing Date and Time:	09/06/2013 at 2:00 P.M. EST
TORFP Issuing Office:	The Maryland Department of Transportation (MDOT) on behalf of the MAA Office of Technology (OT)
Questions and Proposals are to be sent to:	Joseph Palechek Email Address: jpalechek@mdot.state.md.us
Questions are due no later than:	08/23/2013 at 12:00 Noon EST
TO Procurement Officer	Joseph Palechek Office Phone Number: 410-865-1129 Office Fax Number: 410-865-1388
TO Manager:	Neal Heaton Office Phone Number: 410-859-7290 Office Fax Number: 410-859-7000
Project Number:	J00B3400085
TO Type:	Time and Materials
Period of Performance:	5 years
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Baltimore/Washington International (BWI) Thurgood Marshall Airport, Main Terminal Building (Daily A and Hourly Garages) BWI Airport, MD 21240
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	The MAA will provide access to the garages and APGS devices and servers.
TO Pre-Proposal Conference:	No Pre-Proposal Conference is scheduled

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time as stated in the Key Information Summary above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officers e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word 2007 format. Please note that MDOT e-mail system has 8 MB file limit on e-mail transmissions. The "subject" line in the e-mail submission shall state the TORFP #J00B3400085. The first file will be the TO Technical Proposal to this TORFP and titled, "CATS+ TORFP #J00B3400085 Technical." The second file will be the TO Financial Proposal to this CATS+ TORFP and titled, "CATS+ TORFP #J00B3400085 Financial." The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible: No forms shall be altered.

- Attachment 1 – Price Proposal
- Attachment 2 – MBE Forms D1 and D2 (if applicable)
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 6 – Non Disclosure Agreement (Offeror)
- Attachment 13 – Living Wage Affidavit of Agreement
- Attachment 14 – Iranian Non-Investment Certificate

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 and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by the 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 Officer will notify Master Contractor of the time and place of oral presentations/interviews.

1.5 TO PRE-PROPOSAL CONFERENCE

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

1.6 MINORITY BUSINESS ENTERPRISE (MBE) (IF APPLICABLE)

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

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

Please note that the TORFP issuing agency strongly encourages the Master Contractor to include a Veteran-Owned Small Business (VOSB), and/or Service-Disabled Veteran-Owned Small Business (SDVOSB) within or in addition to the overall MBE goal noted on the Key Information Summary Sheet.

1.7 QUESTIONS

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

1.8 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 in 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.

1.9 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Maryland Aviation Administration, Kauffman Building, 1500 Amtrak Way, Linthicum, MD 21090. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

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

1.10 LIMITATION OF LIABILITY CEILING

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

1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.12 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

1.13 LIVING WAGE

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

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

1.14 CHANGE ORDERS

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

1.15 TRAVEL REIMBURSEMENT

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

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

MDOT is issuing CATS+ TORFP J00B3400085 on behalf of MAA to obtain on call/as needed operations and maintenance services for the APGS manufactured by Schick Electronics SA (Switzerland) installed in the Daily A and Hourly Garages at BWI Thurgood Marshall Airport.

2.2 REQUESTING AGENCY INFORMATION

The MAA is a modal administration of MDOT, and is responsible for fostering, developing, and regulating aviation within the State; promoting safety in aviation; and developing and regulating aviation in conjunction with and consistent with Federal authorities. The MAA owns and operates BWI and Martin State Airport.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

The TO Manager will assign tasks to the personnel being provided and will track and monitor the work being performed. Through the monthly accounting of hours delivered for work types, actual work produced will be reconciled with the hours reported.

TO Procurement Officer – MDOT representative is responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.

TO Manager - TO Manager will assign tasks to the personnel being provided and will track and monitor the work being performed. Through the monthly accounting of hours deliverable for work types, actual work produced will be reconciled with the hours reported.

TO Contractor Manager - TO Contractor Manager will serve as first line contact with the TO Manager to regularly discuss progress of tasks, upcoming projects, historical performance, and resolve any issues that may arise pertaining to the contractor staff. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

TO Contractor Management will receive status reports and time reports from the TO Contractor Personnel, and will provide invoices to MAA as specified under Section 2.18. TO Contractor Management is responsible for making payments to the TO Contractor Personnel.

MDOT Contract Management Office (CMO) – The CMO is responsible for the management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The APGS is an Intelligent Transportation System (ITS) that guides the traveling public to an available parking space quickly and efficiently. It also provides MAA with detailed statistics on the parking usage of its garages. This system is connected to the MDOT Wide Area Network and monitored by the MDOT Network Operations Center.

The goal of this TORFP is to provide MAA the on-call operations and maintenance service to ensure the system is operating at peak efficiency and functionality to provide the BWI customers a positive parking experience.

The APGS utilizes a series of way finding directional Light Emitting Diode (LED) signs showing a combination of 4” arrows and numerals to direct the motorist to the first available vacant space in any given aisle/zone closest to their point of entry into the parking facility. These signs not only give visibility to which aisle spaces are located in, but also indicate how many spaces are available in that aisle.

2.5 PROFESSIONAL DEVELOPMENT

Networking technology and software products continuously change. The TO Contractor must ensure

continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by MAA or anticipated to be implemented by MAA in the near future. With MAA prior approval, the time allocated to these continuing education activities for staff deployed to MAA on a full-time basis may be charged to this TO. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

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

2.6.1 RECURRING TO CONTRACTOR DUTIES AND RESPONSIBILITIES:

- A. Log on to each APGS system each day. All faults found via the application will be diagnosed and repaired per the Response Times. Trouble tickets will be created for all faults in the MDOT Maximo Help Desk (MHD). MHD will automatically notify the MAA designated Point of Contact (POC) and TO Contractor service personnel.
- B. Make diagnostics and repairs to any components found not functioning. These repairs will be made by individuals trained in the APGS. The scope of the repair work includes the RS-422/RS-232 data network from all devices to their respective application server, software configuration, sensors, decoders and signs.
- C. Identify / resolve problems
- D. Drive through garages daily to ensure proper operation of the system. Process trouble tickets within the MDOT Help desk:
 - Creating tickets
 - Updating tickets
 - Closing tickets
 - Creating reports on ticket processing
- E. Monitor the server network
- F. Conduct server virus scans
- G. Maintain the database
- H. Back-up the data such that data can be restored in case of network disruption as described in Section 2.14.
- I. Provide APGS configuration backup and documentation to MAA
- J. As requested by MAA, provide Landside Management training to MAA personnel for problem recognition and reporting for repair
- K. Monitor/report/order spare parts
- L. Provide user support
- M. Report all activity

2.6.2 TASK ORDER & PROJECT MANAGEMENT REPORTING:

In general any project work performed resulting from this TO shall adhere to the project management methodologies of the Project Management Institute. The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A weekly project progress report shall be submitted five days in advance prior to the discussion to the TO Manager in an email, with "Progress Report" to be included in the e-mail subject line. The report shall contain, at a minimum, specific information (see Section 2.8.2, Deliverable I.D. 2.8.2.6 for more specifics):

2.6.3 NON-RECURRING DUTIES AND RESPONSIBILITIES:

- Coordinate major system repairs/modifications with the TO Manager
- Provide System/Technical upgrades
- Provide support for implementing parking program changes required by the MAA

- Provide system enhancements coordinated by the TO Manager

2.7 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

Project Manager /Senior APGS Technician – Two (2) years of experience maintaining an APGS system and one (1) year of experience managing a maintenance program of similar scope and complexity.

APGS Technician – Technicians that are trained in the repair and maintenance of a Schick APGS system, components, and software application. APGS Technicians shall have two (2) years of experience maintaining an APGS system.

References shall be provided with contact information including name, phone number, dates (mm/yy to mm/yy), and e-mail address.

2.8 DELIVERABLES

2.8.1 DELIVERABLES SUBMISSION PROCESS

MAA/OT required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. The TO Contractor should refer to the Maryland System Development Life Cycle (SDLC) document for the format of the deliverables (See www.doitmaryland.gov, keyword SDLC).

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2007 and/or Visio 2007. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

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

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 11). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 12). Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.18 Invoice Submission). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

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

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

2.8.2 DELIVERABLES DESCRIPTION/ACCEPTANCE CRITERIA

Deliverable I.D.	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.2.1	Weekly System Condition Report	The report will be prepared in Word Format and will provide details about the server memory usage, disk space usage, system faults/problems found, and their respective resolutions.	Weekly (by 5:00 p.m. Thursday of each week)
2.8.2.2	APGS Configuration Backup and Documentation	Logical and physical network diagram showing APGS devices. (Not necessary to show down to the individual sensor head.) Document all IP addressable devices, network configuration, etc)	Monthly
2.8.2.3	APGS Disaster Recovery Plan (DRP)	DRP shall include details for full recovery of the system if server or any major component fails (Not necessary to show down to the individual sensor head.)	Due one month after NTP – formal bi-annual review
2.8.2.4	Spare Parts Report	This report will detail all spares including working, non-working, and on order.	Monthly
2.8.2.5	Activity Report	All activities performed in the month. Report should easily cross reference to monthly invoice.	Monthly
2.8.2.6	Progress Report	This report will be provided in Word format and will include the following: <ul style="list-style-type: none"> • TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line. • Work accomplished during the reporting period. • Deliverable progress, as a percentage of completion. • Preventative Maintenance Report • Spares Report • Minutes of all meetings (formal and informal) between the TO Contractor and other entities with the MAA representative documented on the report • Problem areas including deviation from the work plan. • Planned activities for the next reporting period. • Gantt chart updated from the original to show actual progress; as applicable, 	Five (5) days in advance prior to the monthly progress meetings

		<p>explanations for variances and plan for completion on schedule.</p> <ul style="list-style-type: none"> 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. 	
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2.9 WORK HOURS

Response to events shall be conducted during MAA’s normal working hours, 8:00 a.m. to 5:00 p.m., seven days a week, including all holidays and service reduction days.

2.10 SERVICE LEVEL AGREEMENT

The response timeframe to commence diagnostics and repairs will be as follows:

Level	Priority Level	Response Time	Resolution Time	Definition of Level	Response Availability
1	Critical	Two (2) hours	Within 24 hours after first report	A helix/plaza/level sign or entire level or multiple levels malfunction	8AM – 5PM Seven Days a Week including weekends and holidays
2	High	Four (4) hours	Within two (2) days after first report	Entire aisle malfunctioning up through a full zone failure	Mon – Fri, 8AM – 5PM
3	Normal	24 Hours	Within five (5) business days after first report	Aisle signs or single space sensors	Mon – Fri, 8AM – 5PM

TO Contractor resource(s) will perform operational functions of the system such as closing lanes or sections in the software configuration as requested by MAA. APGS software may be updated by Schick-SA from time to time. As these updates are made available, TO Contractor will coordinate deployment with the MAA.

2.11 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for each assignment performed during that period. The recurring reports will be used to evaluate the effectiveness of the contractor effort and be the basis for the Quarterly report and improvement recommendations. The established performance evaluation and standards are included as Attachment 10. Performance issues identified by the agency are subject to the mitigation process described in Section 2.12 below.

2.12 PERFORMANCE PROBLEM MITIGATION

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

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

- The Remediation Plan will be implemented immediately upon acceptance by the TO Manager in writing;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

2.13 SUBSTITUTION OF PERSONNEL

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

2.14 BACKUP/DISASTER RECOVERY

The TO Contractor shall perform backups of the servers on a regular basis. This shall include daily incremental backups and full weekly backups of all servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups will be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two additional backups during the year, for a total of six (6) system backups per server.

The TO contractor shall provide a detailed plan for maintaining operational capabilities of the system. This shall include restoration procedures that integrate into the existing MAA IT Disaster Recovery Plan.

2.15 PREMISES AND OPERATIONAL SECURITY

- Prior to the 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 MDOT from recognized Law Enforcement Agencies, including the FBI (included as Attachment 9 in this TORFP). TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP.
- 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 Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation 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.
- Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.16 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies,

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

- The State’s SDLC methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.17 TO CONTRACTOR COMPANY MINIMUM QUALIFICATIONS

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

2.18 INVOICE PROCESS

2.18.1 SUBMISSION

Payment will be made monthly based upon a submitted and approved invoice that details the time and materials. A line item for spare parts will reference original Schick invoices to be provided to the MAA as supporting documentation for any spare parts billed to the state. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ 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 no later than fifteen (15) calendar days after the end of the invoice period.

2.18.2 INVOICE FORMAT

- A. The invoice shall identify MAA, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MAA at the following e-mail addresses:

maaacctpayable@bwiairport.com
nheaton@bwiairport.com

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

2.19 MBE PARTICIPATION REPORTS (IF APPLICABLE)

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MAA 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-5). Subcontractor reporting shall be sent directly from the subcontractor to MAA. MAA will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TO TECHNICAL PROPOSAL:

- A. Proposed Services
 - 1. Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
 - 2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- B. Proposed Personnel
 - 1. Identify and provide one Attachment 5 for each proposed personnel by labor category; please provide no more than 2 proposed resources per labor category. Resumes will not be accepted either as a separate attachment or included in the body of the technical proposal. All information included in a resume shall be included in Attachment #5. Resumes will not be evaluated as part of the technical review.
 - 2. Certification that all proposed personnel meet the minimum required qualifications as outlined in Section 2.7.
 - 3. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- C. Subcontractors
 - Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- D. Master Contractor and Subcontractor Personnel Experience and Capabilities
 - 1. Provide three (3) examples of work assignments that the Master Contractor have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided must include a reference complete with the following:
 - a. Name of organization.
 - b. Name, title, and telephone number of point-of-contact for the reference.
 - c. Type and duration of contract(s) supporting the reference with mm/yy – mm/yy.

- d. The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this TORFP.
 - e. Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
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 government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a. The State contracting entity,
 - b. A brief description of the services/goods provided,
 - c. The dollar value of the contract,
 - d. The term of the contract, mm/yy – mm/yy,
 - e. Whether the contract was terminated prior to the specified original contract termination date,
 - f. Whether any available renewal option was not exercised,
 - g. The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

Note:

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

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

3.2.2 TO FINANCIAL PROPOSAL:

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B. Completed TO Financial Proposal - Attachment 1 including:
 - A list of proposed CATS+ labor categories based on the on-call time and materials basis of the task.
 - Fully loaded hourly rates

Note: State pricing is valid for 120 days. The price sheet shall not be altered in any way. The Master Contractor must submit the price proposal form in PDF or Word format as a separate Attachment. Proposed rates are not to exceed the rates defined in the Master Contract.

The Master Contractor should propose up to two (2) Labor Categories. Master Contractors shall identify the appropriate number of resources to satisfy the requirements specified on Attachment 1 of this TORFP.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

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+ TORFP. In making the TO Agreement award determination, MAA 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:

- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.
- Personnel experience required in Section 3.2.1.B.
- Examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP per Section 3.2.1.D.

4.3 FINANCIAL CRITERIA

Financial evaluation will be based on a part time 1240 hours per year basis per labor category proposed and overall financial impact. A maximum of 1240 labor hours can be used per year for each proposed resource. Hours may be reallocated between resources during the TO year, but must not exceed the total dollar value originally proposed for the 1240 hours.

4.4 SELECTION PROCEDURES

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.7 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

- All TO Proposals deemed technically qualified will have their TO 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 may conduct interviews of any personnel proposed in each TO Proposal that meets minimum qualifications. Master contractor must provide the current contact name and number to set up interviews and must be available within 5 days.
- Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.5 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

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

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP #J00B3400085 LABOR CATEGORIES

The proposed Contractor resource must meet the TO qualifications as stated in Section 2.7 of the TORFP and the labor categories as stated in the CATS+ Master Contract. As described in Section 3, Master Contractors may propose up to two resources per labor category, with the combination of personnel hours not to exceed the annual class hours (column B) for that labor category during each year of the TO Agreement.

Automated Parking Guidance System (APGS) Master Contractor to insert Proposed CATS+ Labor Categories for this TORFP below:

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
TO Term #1: January 1, 2014 – April 21, 2014 (Year 1 Master Contract rates apply here)			
Labor Category #1 (management)	\$	200	\$
Labor Category #2 (technician)	\$	1040	\$
Total Hours		1240 hours	\$
TO Term #2: April 22, 2014 – April 21, 2015 (Year 2 Master Contract rates apply here)			
Labor Category #1 (management)	\$	200	\$
Labor Category #2 (technician)	\$	1040	\$
Total Hours		1240 hours	\$
TO Term #3: April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)			
Labor Category #1 (management)	\$	200	\$
Labor Category #2 (technician)	\$	1040	\$
Total Hours		1240 hours	\$
TO Term #4: April 22, 2016 – April 21, 2017 (Year 4 Master Contract rates apply here)			
Labor Category #1 (management)	\$	200	\$
Labor Category #2 (technician)	\$	1040	\$
Total Hours		1240 hours	\$
TO Term #5: April 22, 2017, – April 21, 2018 (Year 5 Master Contract rates apply here)			
Labor Category #1 (management)	\$	200	\$
Labor Category #2 (technician)	\$	1040	\$
Total Hours		1240 hours	\$
TO Term #6: April 22, 2017, – December 31, 2018 (Year 6 Master Contract rates apply here)			
Labor Category #1 (management)	\$	200	\$
Labor Category #2 (technician)	\$	1040	\$
Total Hours		1240 hours	\$
Total Evaluated Price			\$

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. Pricing valid for 120 days.

SUBMIT WITH THE TO FINANCIAL PROPOSAL

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

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

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

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

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 3

***** STOP *****

**FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM**

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

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

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

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

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 3 OF 3**

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/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.	

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	3.1. 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.

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

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

Please check if Continuation Sheets are attached.

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

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

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

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

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

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

Company Name Signature of Representative

Address Printed Name and Title

City, State and Zip Code Date

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

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

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**ATTACHMENT 2 – MDOT MBE FORM D-4
STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

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

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

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

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

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

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

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP #J00B3400085 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Maryland Aviation Administration.

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 Department of Transportation/Maryland Aviation Administration, as identified in the CATS+ TORFP #J00B3400085.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J00B3400085, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated April 22, 2013.
 - d. “TO Manager” means TO Manager. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland Department of Transportation/Maryland Aviation Administration and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

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

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland Aviation Administration

By: Thomas P. Hickey, Director of Procurement
MDOT

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

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

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the Manager 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 Manager of any contrary action to be taken.

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

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

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. Signatures are 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (MUST INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor categories and relevant requirements from Section 2.7.)	
Experience: (Insert the experience description from the CATS+ RFP from Section 2.10 for the applicable labor category. Include: mm/yy to mm/yy)	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – NON-DISCLOSURE AGREEMENT (Offeror)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+TORFP #J00B3400085 for the Automated Parking Guidance System (APGS) – O&M. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of it’s TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Manager**, Maryland Department of Transportation/Maryland Aviation Administration on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 20___, by and between the State of Maryland (“the State”), acting by and through its Maryland Department of Transportation/Maryland Aviation Administration (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 the Automated Parking Guidance System (APGS) – O&M TORFP No. J00B3400085 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

MDOT, Maryland Aviation Administration:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 9 - 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 060B2490023 (CATS+) 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+ 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

ATTACHMENT 10 – TO CONTRACTOR PERFORMANCE EVALUATION

GENERAL AND JOB SPECIFIC FACTORS

INSTRUCTIONS:

1. Using the criteria for the General Factors found in the Supervisor's Booklet, determine the standards that best fit the TO Contractor personnel's work performance and behavior for each of the criteria in that factor.
2. A drop-down box appears on the line for each of the criteria. The Raw Score can be selected by clicking the arrow and then clicking the appropriate score. After the form has been printed, circle the number in the box directly below the standard that applies.
3. Add the column and enter the total in the Raw Score Total column.
4. The Total Raw Score determines the TO Contractor personnel's rating for that factor, and the overall rating can be found in the bottom row of the chart for that factor. Circle the rating for that factor after the form has been printed. Transfer the ratings to the Appraisal Form Summary Sheet.
5. Complete steps 1 - 4 for the Job Specific Factors.
6. The form has been created in a protected format. Data only can be entered in the Name, EIN, Rated Raw Score fields and drop-down boxes. The Page Up or Page Down, or Tab key moves the cursor through the fields on the form. On the drop-down boxes, click on the arrow and then click on the appropriate number to enter that score.
7. Enter the name, EIN, and rating year on each page of the form. The rating year should be entered as a 4 position year. All scores are entered using the drop-down boxes as explained above. Totals must be calculated manually and entered into the appropriate boxes.

CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

Name: _____ EIN: _____ Rating Yr: _____

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 13	12 - 11	10 - 8	7 - 5	4 - 3		
Rating for Dependability	Far Exceeds	Exceeds	Meets	Below	Far Below		
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
Rating for Initiative	Far Exceeds	Exceeds	Meets	Below	Far Below		
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
Rating for Interpersonal Relationships	Far Exceeds	Exceeds	Meets	Below	Far Below		
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with Supervisor		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Judgment Regarding Benefits & Privileges		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
Rating for Work Habits	Far Exceeds	Exceeds	Meets	Below	Far Below		

CRITERIA ASSESSMENT SHEET

JOB SPECIFIC FACTORS - PROFESSIONALS

Name: _____ **EIN:** _____ **Rating Yr:** _____

JOB KNOWLEDGE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Resources, Technology & Regulations		5	4	3	2	1	+
Utilization Resources/Collective Knowledge		5	4	3	2	1	+
Standards Industry/Professional Practices		5	4	3	2	1	+
Development of Applications		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Knowledge	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUALITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timeliness & Accuracy		5	4	3	2	1	+
Work Process & Workmanship		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Customer Service		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Quality	Far Exceeds	Exceeds	Meets	Below	Far Below		
JOB QUANTITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Schedules			4	3	2	1	+
Projects & Special Assignments		5	4	3	2	1	+
Productivity		5	4	3	2	1	+
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	19 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
Rating for Job Quantity	Far Exceeds	Exceeds	Meets	Below	Far Below		

ATTACHMENT 11 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Automated Parking Guidance System (APGS) – Operations & Maintenance

TO Agreement Number: #J00B3400085

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Beth Perlman

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.8 OF THE TORFP.

ATTACHMENT 12 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: MAA

TORFP Title: Automated Parking Guidance System (APGS) – Operations & Maintenance

TO Manager: Neal Heaton 410-859-7290

To:

The following deliverable, as required by TO Agreement #J00B3400085, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.8 OF THE TORFP.

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

ATTACHMENT 14 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

“Engaging in investment activities in Iran” means:

Providing goods or services of at least \$20 million in the energy sector of Iran; or

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

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

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