



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

Hardware Maintenance, Repair, & Support

CATS+ TORFP #

J00B3400074

**Maryland Department of Transportation
Motor Vehicle Administration (MVA)**

ISSUE DATE: December 13, 2013

KEY INFORMATION SUMMARY SHEET

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

TORFP Name:	Hardware Maintenance, Repair & Support
Functional Area:	Systems Facility Management and Maintenance (SFMM) Functional Area 6
TORFP Issue Date:	12/13/2013
Questions Due Date and Time:	01/06/2014 at 2:00 P.M. EST
Closing Date and Time:	01/23/2014 at 2:00 P.M. EST
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Maryland Motor Vehicle Administration (MVA) Technical Systems Services (TSS)
Questions and Proposals are to be sent to:	TO Procurement Officer – Bryan Walker Email Address: bwalker5@mdot.state.md.us
TO Procurement Officer	Bryan Walker – Office of Procurement Office Phone: 410-865-1130 Office Fax: 410-865-1388 Email Address: bwalker5@mdot.state.md.us
TO Manager:	Michelle Pytko Office Phone: 410-768-7629 Fax: 410-761-1545
Project Number:	J00B3400074
TO Type:	Fixed Price / Time and Materials
Period of Performance:	Five (5) Years
MBE Goal:	35 % with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	All MVA Branches and HQ and well as VEIP stations, County Offices and Office of Administrative Hearings (OAH) within Maryland
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	MVA will furnish access to equipment, facilities, and personnel at all locations. MVA will furnish all replacement and spare equipment necessary for completing the work under this SOW.
TO Pre-Proposal Conference:	MDOT Headquarters, Harry Hughes Conf. Room Ground Flr. 7201 Corporate Center Drive Hanover, MD 21076 01/03/2014 at 10:00 A.M. EST
See Attachment 6 for Directions to the Pre-Proposal Conference	

TABLE OF CONTENTS

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 MINORITY BUSINESS ENTERPRISE (MBE)	5
1.6 CONFLICT OF INTEREST	6
1.7 NON-DISCLOSURE AGREEMENT	6
1.8 LIMITATION OF LIABILITY CEILING	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	6
1.10 QUESTIONS	6
1.11 IRANIAN NON-INVESTMENT	6
1.12 LIVING WAGE	7
1.13 CHANGE ORDERS	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
2.4.1 SCOPE OF MVA EQUIPMENT AND SYSTEMS	9
2.5 PROFESSIONAL DEVELOPMENT	10
2.6 REQUIREMENTS	10
2.6.1 HARDWARE SUPPORT SERVICES (FIXED PRICE)	10
2.6.2 HARDWARE SUPPORT SERVICES (TIME AND MATERIALS)	14
2.6.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES	14
2.6.4 WORK HOURS	15
2.6.5 SERVICE LEVEL AGREEMENT (SLA)	15
2.7 PERFORMANCE EVALUATION	16
2.8 PERFORMANCE PROBLEM MITIGATION	16
2.9 SUBSTITUTION OF PERSONNEL	16
2.10 BACKUP / DISASTER RECOVERY	16
2.11 HARDWARE, SOFTWARE, AND MATERIALS	16
2.12 TRAVEL	17
2.13 DELIVERABLES	17
2.13.1 DELIVERABLE SUBMISSION PROCESSES	17
2.13.2 DELIVERABLE AND ACCEPTANCE	17
2.14 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	18
2.15 OFFEROR MINIMUM QUALIFICATIONS	18
2.16 OFFEROR PERSONNEL PERFERRED QUALIFICATIONS	19
2.17 TO CONTRACTOR COMPANY EXPERTISE REQUIRED	19
2.18 INVOICE SUBMISSION	20
2.18.1 INVOICE FORMAT	20
2.18.2 MBE PARTICIPATION REPORTS	20
2.19 PREMISES AND OPERATIONAL SECURITY	20

2.20	WORK ORDER PROCESS	21
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS		23
3.1	REQUIRED RESPONSE.....	23
3.2	FORMAT.....	23
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT		26
4.1	EVALUATION CRITERIA	26
4.2	TECHNICAL CRITERIA.....	26
4.3	SELECTION PROCEDURES	26
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT	26
ATTACHMENT 1 – PRICE PROPOSAL		27
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....		30
ATTACHMENT 3 – TASK ORDER AGREEMENT.....		54
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....		56
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....		57
ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE		58
ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR).....		59
ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....		60
ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST		63
ATTACHMENT 10 – PERFORMANCE EVALUATION.....		65
ATTACHMENT 11 –MVA BRANCH LOCATIONS.....		66
ATTACHMENT 11(CON'T) – COUNTY OFFICE LOCATIONS		67
ATTACHMENT 12 – CRIMINAL BACKGROUND CHECK AFFIDAVIT		69
ATTACHMENT 13 – PRIVACY PROTECTION POLICY AFFIDAVIT		70
ATTACHMENT 15 – AGENCY ACCEPTANCE OF DELIVERABLE FORM		72
ATTACHMENT 16 – LIVING WAGE AFFIDAVIT OF AGREEMENT		73
ATTACHMENT 17 – CERTIFICATION REGARDING INVESTMENTS IN IRAN.....		74
ATTACHMENT 18 – SAMPLE WORK ORDER		75
ATTACHMENT 19 – MVA EQUIPMENT LISTING.....		76

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 date and exact time stated in the Key Information Summary Sheet on page 2 of this TORFP. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted as two separate e-mails, not to exceed 8MB per e-mail, with the proposal attached in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00B3400074. The first e-mail shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J00B3400074 Technical". The second e-mail shall be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J00B3400074 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms A and B
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Privacy Protection Affidavit
- Attachment 16 – Living Wage Affidavit of Agreement
- Attachment 17 - Iranian Non-Investment Certification
- Certifications (If Applicable)

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 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 shall do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 6601 Ritchie Highway, Glen Burnie, MD 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. 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 8.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) 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 (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 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.

1.11 IRANIAN NON-INVESTMENT

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 17 of this TORFP.

1.12 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 16 for a copy of the Living Wage Affidavit Agreement.

1.13 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes or a change in the scope of work as a result of the true-up process under Section 2.6.1, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.14 DEFINITIONS AND ABBREVIATIONS

Offeror - Master Contractor who submits a TO Proposal in response to this TORFP

The remainder of this page is intentionally left blank.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The MDOT Office of Procurement (OOP) is issuing the CATS + TORFP on behalf of the MVA to obtain hardware maintenance, repair and support services for all desktop computers, laptops, printers, kiosks, limited servers and associated peripherals for these devices throughout the state of Maryland, including VEIP stations, county offices and OAHs.

The MVA shall award this task order to one (1) Master Contractor with the capability to provide a team of resources to best satisfy the Task Order requirements. Selection for award shall be based on the proposal that presents the best value to the MVA and the State as set forth in Section 4.

The scope of this TORFP includes the systems/equipment types identified in this TORFP and the locations identified in Attachment 11 of this TORFP. Additional systems, equipment types, or locations may be expected during the course of this task order and will be addressed through Change Orders.

2.2 REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation's Motor Vehicle Administration Headquarters is located at 6601 Ritchie Highway, Glen Burnie, MD 21062. The MVA is a business unit of MDOT and is responsible for the issuance of motor vehicle titles, tags, identification cards and licenses as well as providing information to other agencies.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues. Note: TO Procurement Officer is responsible for all change orders that affect the overall TORFP. For example contract extension and / or additional funds to be added to the TORFP.
- *TO Manager* – MVA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders regarding the deliverables without additional cost, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative shall be the point of contact for managing and correcting any disputes related to this TO. This representative shall also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- *MDOT Contract Management Office (CMO)* – The CMO is responsible for management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MVA has over 10,000 devices including personal computers, laptops, printers, scanners and other peripherals at one main location (headquarters), 24 remote sites, 12 county offices, 19 Vehicle Emissions Inspection Stations (VEIP) offices and Office of Administrative Hearings (OAHs) throughout the state of Maryland. See Attachment 11 for location addresses. The TO Contractor shall provide hardware maintenance, repair and support at every location listed in Attachment 11.

The MVA help desk and technical support staff use Maximo to manage break/fix tickets and service requests. Help desk tickets are defined as either a Service Request (hardware/software installs or other services that do not need to be addressed immediately) or a Break/Fix Request (something is broken and needs to be fixed in a shorter timeframe). All

tickets are to be resolved based on the Service Level Agreement (SLA) documented in Section 2.6.5 of this TORFP. Service Requests impacting computers that serve the public shall be completed after hours (evenings/weekends) to avoid negatively impacting customer service.

MVA headquarters is the only facility with storage capacity for spare parts and equipment. Other MVA branches provide no spare parts storage.

2.4.1 SCOPE OF MVA EQUIPMENT AND SYSTEMS

Equipment used at the various MVA facilities is identified in Attachment 19. The systems under scope for this TORFP include:

- Drivers License Services (DLS) workstations and servers
- eStore Kiosk
- SB715 Kiosk
- Titling and Registration System (TARIS) system workstations and servers
- Law Test
- Perpetual Inventory Control System (PICS)
- Security system (video cameras and recorders, other equipment to support physical security)
- Networked computers and printers for office personnel
- Toughbooks for skills tests
- Mobile devices
- Document Imaging and Workflow System (DIWS) Scan Stations
- Customer Traffic Management (CTM)
- Central Collections Unit (CCU)
- Motor Vehicle Network (MVN) Digital Signage
- Functional Capacity Testing (FCT)
- Centralized Print Farm (Mailer/Stuffer Datacard 9000 & Visual Inspection Station)

Hardware used at the MVA includes, but is not limited to, various Dell and HP models for desktop and laptop computers and monitors, Panasonic Toughbooks, HP printers (local and networked), Multi-Function Copiers (MFC's), biometric fingerprint readers, HP jet direct, Fujitsu, Kodak, Xerox and Canon scanners, RSA Secure Tokens, Panologic thin clients, Viisage cameras, 3M M150 touch screen monitors, Hypercom signature pads and Honeywell barcode scanners, cash drawers, and Ithaca receipt printers.

All hardware is purchased separately from this TORFP with a maintenance agreement and is replaced when the maintenance expires. Additionally, the MVA performs equipment refresh for approximately 20% of the MVA equipment annually. The MVA may purchase additional technology in the future to support new business needs. Additional systems will be addressed as increased scope and addressed through change orders as appropriate.

Software used at the MVA includes, but is not limited to, Windows XP, Windows 7, Office 2007/2010, Attachmate, Adobe Acrobat (full version and Reader), Internet Explorer (multiple versions), McAfee anti-virus, Symantec, ForeFront, WinZip, Windows Media Player, LanDesk, Imprivata Single Sign On (SSO), Outlook, NetID, Maximo Service Desk, and Ghost imaging software. Additional software may be purchased by the MVA in the future to support new business needs.

The MVA is responsible for supporting 24x7 operations for the DLS Central Servers which are located in the Office of Information Resources (OIR) Building and branch servers which are located within each branch office.

The services required for the Branch Servers will be replacing hardware such as hard drives, NIC cards, memory, motherboards. Services for the Central Servers will be restricted to the TO Contractor placing a call to HP for the replacement part that the MVA DLS Support team needs. Support for TARIS servers will be limited to replacing hardware such as hard drives, NIC cards, memory and motherboards as requested by MVA technical support.

Server equipment for other systems not listed in this TORFP will be maintained by MVA technical support.

2.5 PROFESSIONAL DEVELOPMENT

Computer technology and software products continuously change. The Master Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by the MVA or anticipated to be implemented by the MVA in the near future. Neither the time allocated to these continuing education classes for staff deployed to the MVA nor the course costs may be charged to this task order.

The TO Contractor and its personnel shall maintain technical certifications throughout the term of this task order.

2.6 REQUIREMENTS

The TO Contractor shall provide a combination of fixed price services and limited time and material services in support of MVA's needs for hardware support across the State. The TO Contractor shall respond to Break/Fix and Service Requests starting the business day after NTP.

2.6.1 HARDWARE SUPPORT SERVICES (FIXED PRICE)

- 1) The TO Contractor shall supply Break/Fix and Service Request hardware support services for all locations specified in Attachment 11.
 - a) The TO Contractor shall provide Senior Technical Leads in support of this Task Order such that:
 - (i) Senior Technical Leads shall be the point of contact with the MVA for guidance, instruction, and questions requiring MVA input.
 - (ii) TO Contractor retains a sufficient number of Senior Technical Leads to support TO Contractor's technicians across the state.
 - b) Senior Technical Leads shall participate in periodic training offered by MVA regarding equipment configuration, maintenance, or other issues pertaining to managing MVA hardware and communicate this information to the other TO Contractor technicians.
 - c) The TO Contractor shall establish an internal process for escalating technical questions, subject to approval by MVA.
 - d) The TO Contractor shall update service tickets assigned to the TO Contractor in the MVA Maximo system.
 - e) The TO Contractor shall provide toll-free phone support that is monitored 24x7 for reporting tickets and responding to ticket inquiries.
- 2) The TO Contractor shall provide hardware support services in accordance with the SLA documented in Section 2.6.5 of this TORFP.
- 3) MVA Equipment Inventory
 - a) MVA Location Inventory List: The TO Contractor shall be responsible for creating and maintaining an equipment and associated installed software inventory at each MVA location covered under the scope of work.

The inventory list shall include, at a minimum, the item location, MVA asset tag number, serial number, manufacturer, model number and item description and shall be submitted electronically to the TO Manager in MS Excel format.

- b) The TO Contractor shall complete an annual inventory of MVA assets at each MVA location covered under the scope of work. This inventory shall be completed at the end of each fiscal year.
- c) The TO Contractor shall complete an annual inventory of MVA assets at any TO Contractor locations. This inventory shall be completed at the end of each fiscal year.
- d) The TO Contractor shall complete Inventory Control Documentation for every hardware or software change to the baseline inventory (addition or removal). The Inventory Control Documentation shall include asset tag numbers and/or version numbers and shall be submitted to the designated MVA branch recipient and also to the TO Manager or designee within two (2) days of inventory action.
- e) An Inventory Asset Movement Summary shall be included as part of the weekly status report covering the period of the weekly report. This summary shall include equipment installed and removed per location including asset tag number, plus software installed and removed per location including the version numbers.
- f) The TO Contractor shall be responsible for replacing asset tags as necessary for replaced equipment or for equipment for which an asset tag is unavailable or unreadable.

4) Replacement Equipment

- a) The TO Contractor shall be responsible for maintaining sufficient on-hand equipment spare parts resources to meet SLA requirements documented in Section 2.6.5 of this TORFP.
- b) The TO Contractor shall be responsible for retrieving replacement equipment from the MVA headquarters location in Glen Burnie during MVA headquarters operating hours (6:30 am – 5:30pm weekdays).
- c) With prior agreement from the TO Manager, the TO Contractor may request certain equipment to be drop-shipped directly to the TO Contractor.
- d) As part of the fixed-price services for this task order, the TO Contractor shall perform equipment replacement as necessary due to equipment failure or repeated repair.
 - (i) The TO Contractor shall keep track of the Break/Fix Requests for each piece of equipment.
 - (ii) The TO Contractor shall replace individual DLS hardware that has more than three (3) service calls in any consecutive 90-day period, and shall notify the TO Manager or designee when this occurs.
- e) The TO Contractor shall replace all hardware that is end-of-life as designated by the TO Manager or designee.
 - (i) As part of the fixed-price services for this task order, the TO Manager will coordinate approximately 20% hardware refresh annually with the TO Contractor. The TO Manager will communicate on a periodic basis the equipment to be refreshed for the TO Contractor to schedule and deploy. (See Section 2.6.2 for hardware replacement as part of the limited time and materials services for this task order.)
 - (ii) As part of an equipment refresh project, the TO Contractor shall pick up or arrange for direct shipment of the new equipment, keeping the equipment staged until ready for deployment to the specified MVA location.
 - (iii) As part of an equipment refresh project, the TO Contractor shall dispose of equipment as directed by MVA and according to requirements in section 2.6.1.7.
- f) The TO Contractor shall maintain an accurate inventory of unused spare parts and their locations.
- g) The TO Contractor shall install software as directed by the TO Manager on equipment as necessary to bring the equipment to full functionality. This includes, but is not limited to, profiles, printer configurations, individual software, and email setup.

- h) If equipment is removed with consumables (plastic covers, laminate, ribbons, etc.) the TO Contractor shall reinstall the consumables in the replacement equipment.

5) Equipment Repair

- a) The TO Contractor shall perform equipment repair as necessary both at MVA sites and at the TO Contractor site.
- b) Equipment repair/replacement may be performed during business hours if the machine is already non-functional. All other repair/replacement for equipment serving the public shall be performed after hours (evenings/weekends) to avoid negatively impacting customer service.
- c) The TO Contractor shall maintain company certifications necessary to be authorized to perform repairs on the following equipment: Hewlett Packard equipment (including printers, computers, servers, monitors), Eltron printers.
- d) The TO Contractor shall allow only certified technicians to perform repairs on the equipment listed above.
- e) The TO Contractor shall contact the equipment vendor to have the equipment repaired under warranty, following vendor warranty procedures, for any equipment for which the TO Contractor does not maintain company certification.
- f) The TO Contractor shall provide adequate personnel possessing a certification on HP and Eltron printers within three (3) months of NTP sufficient to meet SLA.
- g) If an SLA is not met, the TO Contractor shall deliver to the MVA a written report that documents the reason and make recommendations to the MVA for a solution that will prevent the problem from happening again.

6) The TO Contractor shall clean equipment as follows:

- For each piece of equipment touched as part of a maintenance call
- Twice annual scheduled cleaning of DLS equipment (all DLS equipment including printers, workstations, etc.)
- Perform routine cleaning as recommended by manufacturer for all equipment.

7) Equipment Decommissioning

- a) The TO Contractor shall return decommissioned hardware to the designated MVA location within 30 days.
- b) Hard drives shall be removed and degaussed as part of return processing at OIR. All other equipment shall be stacked on a pallet in a fashion suitable for movement by Warehouse personnel.

8) Kiosk Support Requirements

The TO Contractor shall be responsible for maintaining public-facing kiosks in the locations identified in Attachment 11. Break/fix repair or break/fix replacement shall be considered part of the fixed price component of this Task Order.

9) Server Support Requirements

Servers are critical to MVA operations and the TO Contractor shall be responsible for ensuring the system maintains 24x7 operations. The following service requirements are to be met regardless of time of incident reporting.

- a) The TO Contractor shall be responsible for warehousing sufficient server system components to support the SLAs as described in Section 2.6.5.
- b) If critical system components cannot be replaced within the four (4) hour SLA limitation, the TO Contractor shall notify the MVA and provide an estimate as to when the replacement will be

completed.

- c) A DLS or TARIS server, if it cannot be repaired by the TO Contractor, will be built, delivered, and installed by the MVA DLS Support Team in coordination with the TO Contractor.
- d) For DLS Servers, TO Contractor shall contact the manufacturer to obtain a replacement part as identified by the MVA DLS Support Team and TO Contractor shall replace the part when received from the manufacturer.

10) Service Statistics and Reporting

- a) The TO Contractor shall collect and maintain statistics on Break/Fix and Service Request tickets, including the following:
 - i) Time of request
 - ii) Time of initial TO Contractor feedback
 - iii) Scheduled vs. Break Fix classification
 - iv) Time of actual repair
 - v) Physical location of repair
- b) Service statistics shall be reported to the TO Manager on a monthly basis,
- c) TO Contractor shall provide weekly status reports that contain the following (at a minimum):
 - o Date submitted
 - o TO title and number
 - o TO Manager name and contact information
 - o TO Contractor name and contact information
 - o Dates of work performance period
 - o Recurring and non-recurring tasks completed during the period
 - o Total number of Service Requests and Break/Fix Requests completed during the period with an explanation for those tickets that did not meet the SLA
 - o Inventory Asset Movement Summary (see 2.6.1.4.e)
 - o Outstanding issues and resolution status

11) Mobile Support

MVA anticipates mobile support usage will expand throughout the term of this contract. The Master Contractor shall propose pricing for support of mobile devices in accordance with the initial inventory (see deliverables table) with expansion up to 20 additional devices over the initial inventory before a change order shall be required.

- a) Setup and configure devices such as tablets.
- b) Troubleshoot technical issues with the devices.

12) Transition In

- a) There will be a 30 day structured transition period with the current vendor for responding to Break/Fix and Service Requests.
- b) The TO Contractor shall develop a communication plan within five (5) days of Notice to Proceed (NTP) that includes TO Contractor Personnel contact information. The communication plan shall be updated throughout the term of the contract.
- c) The TO Contractor shall perform initial asset inventory after NTP as identified in Section 2.6.1.3.a.
- d) Participate in initial knowledge transfer from incumbent TO Contractor.
- e) Provide a single point of contact for all maintenance and repair problems during the hours of the principal period of maintenance as set forth in Section 2.6.5 and a 24-hour toll free telephone number

for the purpose of contacting the TO Contractor's call center or help center.

- f) The TO Contractor shall schedule with TO Manager pickup of equipment from four (4) separate locations across the state currently used by the incumbent. At time of equipment pickup, TO Contractor shall receive a detailed equipment inventory. TO Contractor shall not be responsible for picking up obsolete materials from these locations. This transfer of materials shall be completed no later than 30 days from notification that the location's inventory is complete.
- g) Provide MVA access to the TO Contractor's in house helpdesk and inventory control systems.
- h) Provide Senior Technical Leads for in-person training regarding equipment configuration and procedures.

13) Transition Out

- a) Participate in knowledge transfer to new TO Contractor at end of the contract.
- b) Transfer an accurate inventory of hardware and installed software to MVA in electronic format.
- c) Transfer spare parts hardware inventory and any other MVA-issued equipment, software, or tools to MVA or to its designee with an accurate listing of all inventory assets transferred.
- d) Develop a transition-out plan for smooth transition of hardware support responsibilities to the new contractor.
- e) Transfer any ticket history not in MVA's Maximo system to the MVA in a universal format (such as XML or Excel).

2.6.2 HARDWARE SUPPORT SERVICES (TIME AND MATERIALS)

The TO Contractor shall provide the following services on a time and materials basis as requested by the MVA through a work order process.

- 1. Participate in special projects as they relate to the installation or connectivity of new equipment not currently identified in this TORFP, including new projects or legislative mandates.
- 2. Hours performing time and materials activities will be billed separately on actual time worked at the rates proposed.

2.6.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP shall include, but is not limited to, the following:

TO Contractor Personnel shall:

- 1. Perform all maintenance and repairs in a manner to ensure continuous operation of the systems at all locations.
- 2. Troubleshoot and resolve all tickets according to the SLA defined in Section 2.6.5 of this TORFP.
- 3. Provide cleaning, dust removal, and other preventative measures for all hardware in order to promote optimal hardware performance. Preventative maintenance measures do not include system patches and upgrades unless specifically requested by the MVA through a Change Order.
- 4. Be responsible for backing up user files and profiles when replacing hardware in the MVANT1 domain. The location will be provided by the TO Manager.
- 5. Shall be able to lift 50 lbs, bending, crawling, climbing, sitting, viewing computer screens and typing for up to eight (8) hours/day.
- 6. Shall be able to travel as necessary to MVA locations. Possess a valid driver's license and vehicle for travel as needed.

7. Shall maintain a courteous and professional demeanor in person and in telephone interactions with the MVA and its customers.
8. Shall maintain a tidy, clean professional appearance during in-person visits to MVA locations.
9. Successfully pass a background check as required in Section 2.19 at the TO Contractor's expense including:
 - o Validation of references from prior employment.
 - o Name-based criminal history record check (court record search).
 - o Fingerprint-based criminal history records check (Federal/State).
 - o Employment verification – performed with completion of an Immigration and Naturalization Employment Eligibility Verification I-9 Form

Senior Technical Leads

In addition to the responsibilities above, Senior Technical Leads shall:

1. Be ITIL certified
2. Have a minimum of 5 years' experience maintaining equipment
3. Act as liaison with MVA for answering TO Contractor technician questions
4. Train TO Contractor technicians on equipment configurations and other materials and/or training MVA shares with the Senior Technical Leads.

2.6.4 WORK HOURS

- A. The principal period of maintenance and repair is from 6:30 a.m. until 5:30 p.m. Monday through Friday and 6:30 a.m. until 2:00 p.m. on Saturday except for State holidays, furlough days and service reduction days.
- B. The principal period of maintenance and repair for all servers under the scope of this TO is twenty-four hours per day, seven (7) days per week. Services shall also involve evening and/or weekend hours performing planned system upgrades, replacements or installations.

2.6.5 SERVICE LEVEL AGREEMENT (SLA)

The Maryland MVA SLA provides a timeframe for contacting the customer to acknowledge receipt of the ticket, troubleshooting and resolving tickets based on the service level assigned in the chart below.

Response to Requests

1. TO Contractor shall confirm receipt of a ticket within 15 minutes of assignment in Maximo.
2. TO Contractor shall contact a requestor of service within 30 minutes of assignment in Maximo.
3. TO Contractor shall update the ticket in Maximo within 24 hours of each action on a ticket, including attempts to reach requestors and other activities.

Service Levels	On-Site Response	Response Availability	Resolution Time	Applicable Applications
5 - Critical	2 hours	24x7	2 hours after arrival	eStore/kiosks, DLS branch and central servers, TARIS servers
5 - Critical	2 hours	Principal period (M-F 6:30	2 hours	DLS, TARIS, Law Test,

		AM-5:30PM; Sat 6:30 AM-2PM)	after arrival	CCU, OAH,
4 - High	2 hours	Principal period (M-F 6:30 AM-5:30PM; Sat 6:30 AM-2PM)	3 hours after arrival	Toughbooks, RP, Security, CTM, DIWS
3 - Normal	N/A	Principal period (M-F 6:30 AM-5:30PM; Sat 6:30 AM-2PM)	8 hours	Office Staff, PICS
2 - Low	N/A	Principal period (M-F 6:30 AM-5:30PM; Sat 6:30 AM-2PM)	7 days	Service Requests
1 - Planning	N/A	Principal period (M-F 6:30 AM-5:30PM; Sat 6:30 AM-2PM)	30 days	

2.7 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager or designee on a quarterly basis for assignments performed during that period. 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 2.8 below.

2.8 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 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;
- 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(s) whose performance is at issue.

2.9 SUBSTITUTION OF PERSONNEL

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

2.10 BACKUP / DISASTER RECOVERY

The TO Contractor shall be responsible for backing up user files and profiles when replacing hardware unless otherwise directed by the TO Manager. Backups shall be retained for three (3) months in a location provided by the TO Manager.

2.11 HARDWARE, SOFTWARE, AND MATERIALS

The TO Contractor shall not be responsible for acquiring any hardware, software, or materials for the MVA. Any equipment necessary to perform repairs or in-person/remote troubleshooting is the responsibility of the TO Contractor.

2.12 TRAVEL

The TO Contractor's proposed personnel shall be expected to travel when necessary and shall be required to have reliable transportation in order to respond to service calls as required. The MVA will not reimburse TO Contractor for travel expenses. Travel expenses shall be inclusive in the prices quoted in the Proposal. The MVA cannot estimate nor project the total number of service calls that will require travel throughout the duration of the TO Agreement.

2.13 DELIVERABLES

2.13.1 DELIVERABLE SUBMISSION PROCESSES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one electronic copy compatible with Microsoft Office 2010, Microsoft Project 2010 and/or Visio 2010.

Drafts of all final deliverables are required at least two (2) weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable shall represent a significant level of completeness towards the associated final written deliverable.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance.

Upon receipt of a final deliverable, the TO Manager shall review the deliverable to validate the completeness and quality. 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 15). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.18 Invoicing).

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

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

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

2.13.2 DELIVERABLE AND ACCEPTANCE

ID	Deliverables	Acceptance Criteria	Frequency
2.13.2.1	Status/Time Reporting	Word Document that includes all information identified in Section 2.6.1.10 electronically submitted in Word format.	Weekly on Tuesday for prior week
2.13.2.2	Toll-Free Phone line	A 24-hour toll-free number is setup, staffed and processing calls for hardware support.	NTP+ 5 calendar days
2.13.2.3	Spare Parts Transfer Acknowledgement	Electronic (email is acceptable) acknowledgement and inventory of all spare parts transferred to TO Contractor.	30 calendar days from TO Manager notification of equipment

			availability
2.13.2.4	MVA Inventory List	MS Excel document submitted electronically to TO Manager, meeting requirements specified in 2.6.1.3	NTP+90 calendar days for initial End of each fiscal year thereafter
2.13.2.5	Communication Plan	Contact information for staff is provided, along with ticket escalation procedure.	NTP+5 calendar days
2.13.2.6	Full hardware support and ticket support	Responding to all requests within the full scope of this TO.	NTP+60 calendar days
2.13.2.7	Monthly Statistics	Electronic report summarizing the number of tickets resolved broken out by Service Request and Break/Fix for the prior month.	Monthly by close of business on the First of Month
2.13.2.8	TO Contractor Helpdesk & Inventory System	Access is provided for the TO Manager and/or designees to the TO Contractor's helpdesk and inventory system(s).	NTP +120 calendar days
2.13.2.9	Transition-Out Plan	Knowledge transfer plan or transition plan shall be a MS Word document that contains at a minimum: <ul style="list-style-type: none"> • Documented standard operating procedures • Repair manuals • Current inventory list 	90 days before the Contract expiration date

2.14 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 System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

2.15 OFFEROR MINIMUM QUALIFICATIONS

The Master Contractor shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

- Support for a duration of at least one year, for at least one state government hardware system similar to one of the MVA's listed in this TORFP, within the past five (5) years (where similar to is defined as the same size, scope, and complexity), as evidenced by references included in its proposal).
- Currently an authorized Hewlett Packard service center.
- At least two (2) years' experience servicing accounts with Eltron printers.

All minimum qualifications shall be determined by references included in Master Contractor's proposal.

2.16 OFFEROR PERSONNEL PREFERRED QUALIFICATIONS

Offerors are to propose appropriate labor categories for resources anticipated for the duration of the TO Agreement. Labor categories will be appropriate for the time and material components of this task order.

All resources provided on the TO Agreement shall have prior experience in the following areas within the immediate past five (5) years.

- Three (3) years of experience providing desktop support
- Three (3) years of experience installing, troubleshooting and fixing issues with the following software:
 - McAfee Anti-virus and Anti-spyware
 - Forefront Anti-virus
 - Symantec Anti-virus
 - Microsoft Windows Desktop Operating Systems (XP and Windows 7)
 - Configuring DNS & DHCP on servers and workstations
 - Ghost
 - Sysprep
- Three (3) years of experience installing, troubleshooting and fixing issues with the following hardware:
 - Desktop computers (Dell & HP models)
 - Laptops (Dell & Panasonic models) – with/without docking stations
 - Printers (networked and standalone)
 - Eltron Printers
 - Desktop Scanners (networked and standalone)
 - Hand-held barcode Scanners
 - Biometric fingerprint readers
 - Viisage cameras
 - Touchscreen monitors
 - Hypercom signature pads
 - Cash drawers
 - Ithaca receipt printers
 - Multi-Function Copiers
 - Jet Direct Cards
 - RSA Secure Tokens
 - Panalogic or Wyse Thin Clients
 - Toning network connections to the switch
 - Configure network card for speed and duplex
- Preferred qualifications of any personnel
 - ITIL Foundation v.3 Certification
 - Certification to repair Eltron Printers
 - Certification to repair HP Printers

Senior Technical Leads assigned to this task order shall have, in addition to the above:

- Current ITIL Foundation v.3 Certification
- Current A+ Certification

2.17 TO CONTRACTOR COMPANY EXPERTISE REQUIRED

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 SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work shall be submitted within the first five (5) business days of each month for the work performed in the previous month.

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

2.18.1 INVOICE FORMAT

A proper invoice shall identify MVA, 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.

- A) 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 Maryland MVA at the following address:

MVA Account Payables
6601 Ritchie Highway, N.E.
Glen Burnie, MD 21062

- B) Proper 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.

2.18.2 MBE PARTICIPATION REPORTS

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

2.19 PREMISES AND OPERATIONAL SECURITY

- Within sixty (60) days of Notice to Proceed, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to the MVA from recognized Law Enforcement Agencies, including the FBI. – see attachment 12. 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. MVA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MVA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MVA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees and subcontractors 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 and subcontractors to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TO Agreement.
- 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 TO Agreement.
- TO Contractor shall remove any employee and subcontractors from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee or subcontracting employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

2.20 WORK ORDER PROCESS

- A) Additional services under Section 2.6.2 shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 18) to the TO Contractor to provide services that are within the scope of this TORFP. The Work Order Request will include:
 - (1) Technical requirements and description of the services needed
 - (2) Performance objectives and/or deliverables, as applicable
 - (3) Due date and time for submitting a response to the Work Order Request
 - (4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 - (1) A response that details the TO Contractor's understanding of the work;
 - (2) A price to complete the Work Order Request using the format provided in Attachment 18.
 - (3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
 - (4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - (5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - (6) The proposed personnel resources, including any subcontractor personnel, to complete the task.

- D) The TO Manager will review the response and will: confirm the proposed rates are consistent with the TO Agreement; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer may issue a change order if appropriate.
- E) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

The remainder of this page is intentionally left blank.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2.1 TO TECHNICAL PROPOSAL

A) Proposed Services

1) Executive Summary

An overview of the Master Contractor's experience and capabilities rendering services similar to those included in this TORFP. This description shall include:

- a) Corporate size, length of time the corporation has been providing hardware maintenance services, key business partners, and the number of employees dedicated to providing hardware maintenance services.
 - b) Assumptions: A description of any assumptions formed by the Master Contractor in developing the TO Technical Proposal.
- 2) Requirements: A detailed discussion of the Master Contractor's understanding of the work, the Master Contractor and any subcontractor capabilities, approach and solution to address the requirements outlined in Section 2. The Master Contractor shall respond to the Section 2 requirements in order with a cross reference to the requirement.
- 3) Spare Parts Access and Replenishment Plan: A detailed discussion of how the Master Contractor proposes to meet the SLAs set forth in this TORFP, an overview how the Master Contractor plans to transition the work along with a notional schedule, a description of how the Master Contractor plans to manage spare parts inventories, and how the Master Contractor plans to determine and adapt to appropriate staffing levels in various districts across the State.

B) Staffing Plan

Provide a Staffing Plan that contains the following:

- a) Planned team composition for the fixed price portion of this contract describing how the Master Contractor intends to staff this Task Order to meet the MVA's needs.
- b) Process for locating and bringing on board resources that meet MVA needs. This will include the Master Contractor's strategy for using in-house resources or subcontractors, or both.
- c) Description of approach for quickly substituting qualified personnel after start of Task Order.
- d) Names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) MBE Participation

Submit completed MBE documents Attachment 2 - Forms A and B.

D) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.15.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.15.1	Support for a duration of at least one year, for at least one state government hardware system similar to one of the MVA’s listed in this TORFP, within the past five (5) years (where similar to is defined as the same size, scope, and complexity), as evidenced by references included in its proposal).	Offeror documents evidence of compliance here.
2.15.2	Currently an authorized Hewlett Packard service center	Offeror documents evidence of compliance here.
2.15.3	At least two (2) years’ experience servicing accounts with Eltron printers	Offeror documents evidence of compliance here.

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Master Contractor and subcontractor experience and capabilities rendering services similar to those included in the TORFP and as outlined in Section 2.
- 2) Organization Chart
- 3) TO Contractor and Subcontractors to provide at least three (3) references (not including Past State Experience) from its customers who are capable of documenting:
 - a) The Master Contractor's ability to manage projects of comparable size and complexity.
 - b) Each client reference shall be from a client of which at least one shall be a document imaging system and shall include the following information:
 - Name of client organization
 - Name, title, email and telephone number of Point of Contact for client organization (point of contact shall be accessible and knowledgeable regarding experience)
 - Value, type, and duration of contract(s) supporting client organization
 - c) The services provided scope of the contract, objectives satisfied.
- 4) State of Maryland Experience: If applicable, the Master Contractor and subcontractors shall submit a list of all contracts it currently holds or has held within the past five (5) years with any government entity of the State of Maryland. For each identified contract not listed in paragraph 3 above, 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 (Include: MM/YY – MM/YY; Example: 06/11 – 08/12),
- 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.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Proposed Facility

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

I) Confidentiality

A Master Contractor shall 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, shall 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. Master 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 Price Proposal - Attachment 1.

For the Time and Materials portion, the Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

The remainder of this page is intentionally left blank.

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, Maryland MVA 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 quality and completeness of 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.1 and 2.
- Staffing Plan (refer to Section 3.2.1.B)
- Spare Parts Access and Replenishment Plan in Section 3.2.1.A.3.
- Master Contractor and Subcontractor's experience and capabilities (refer to Section 3.2.1.F)

4.3 SELECTION PROCEDURES

4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.15 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.

4.3.2 TO Proposals deemed technically qualified will have their financial proposals considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct oral presentations of all Master Contractors that meet minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this determination, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, a Criminal Background Check Affidavit (Attachment 12) and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS+ TORFP # J00B3400074

TO Contractor shall provide a monthly fixed price that is all inclusive of the scope of services defined in this TORFP and all deliverables outlined in Section 2.13 of the TORFP for the duration of the agreement. All pricing shall be valid for 120 days. For each item under fixed price, the equipment and quantities shall be substantially as specified in Attachment 19.

A) MVA Hardware Maintenance and Support FIXED PRICE SERVICES.

	Monthly Price	Annual Price <i>[Monthly Price x 12]</i>
YEAR 1	\$	\$
Monthly fixed price recurring charge for fixed price MVA hardware services as specified in Section 2.		
YEAR 2	\$	\$
Monthly fixed price recurring charge for fixed price MVA hardware services as specified in Section 2.		
YEAR 3	\$	\$
Monthly fixed price recurring charge for fixed price MVA hardware services as specified in Section 2.		
YEAR 4	\$	\$
Monthly fixed price recurring charge for fixed price MVA hardware services as specified in Section 2.		
YEAR 5	\$	\$
Monthly fixed price recurring charge for fixed price MVA hardware services as specified in Section 2.		
A) Fixed Price Subtotal for MVA Hardware Maintenance and Support (YEARS 1-5)		\$

B) TIME AND MATERIAL SERVICES

Time and Material hours for additional work within the scope of the task order are solely for evaluation purposes. Actual Time and Material hours will be determined by actual work requested by MVA for the duration of the Task Order Agreement.

Rates listed shall be fully loaded rates inclusive of all indirect costs such as overhead, profit, administrative costs, travel, etc. TO Contractor shall identify the CATS+ labor category for each type of resource anticipated in support of the Task Order.

A year for this task order shall be calculated as one calendar year from NTP. Labor Rate Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Total Proposed CATS+ TORFP Price (C)
Year 1			
Insert CATS+ Labor Category	\$	2000	\$
Insert CATS+ Labor Category	\$	2000	\$
Evaluated Price Year 1			\$
Year 2			
Insert CATS+ Labor Category	\$	2000	\$
Insert CATS+ Labor Category	\$	2000	\$
Evaluated Price Year 2			\$
Year 3			
Insert CATS+ Labor Category	\$	2000	\$
Insert CATS+ Labor Category	\$	2000	\$
Evaluated Price Year 3			\$
Year 4			
Insert CATS+ Labor Category	\$	2000	\$
Insert CATS+ Labor Category	\$	2000	\$
Evaluated Price Year 4			\$
Year 5			
Insert CATS+ Labor Category	\$	2000	\$
Insert CATS+ Labor Category	\$	2000	\$
Evaluated Price Year 5			\$
B) T & M Subtotal (January 1, 2014 - December 31, 2018)		\$	

Total Overall Price for Fixed Price Services & Time and Material (A+B)	\$
---	-----------

***The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours.**

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

For the fixed price portion of this price proposal, fully loaded rates shall include periodic overtime as described in the work requirements in Section 2 of this TORFP. Actual hours will be compensated at the total number of hours performed. The Labor Categories and Hourly Rates shall be used for Project Based Services. Price proposals are not to be altered in any way. All pricing shall be valid for 120 days.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS+ TORFP # J00B3400074

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

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

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

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

2. Additional MBE Documentation

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

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

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

ATTACHMENT 2 - MDOT MBE FORM B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 2

*** STOP ***

FORM INSTRUCTIONS
PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacture, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals**:
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C **only** if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then **no** MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count **only** the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - **not** the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

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

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

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 A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the 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). <hr/> % (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) <hr/> % (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 B
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
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form A.
NAME OF MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></p> <p align="center">_____ % (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 align="center">_____ % (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 B
STATE-FUNDED CONTRACTS
MBE PARTICIPATION SCHEDULE

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE
SECTION 5

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

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

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

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

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

Company Name Signature of Representative

Address Printed Name and Title

City, State and Zip Code Date

**ATTACHMENT 2 - MDOT MBE FORM C
STATE-FUNDED CONTRACTS
OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

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

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

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

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

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

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

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.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

I. Definitions

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

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

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

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

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

II. Types of Actions MDOT will Consider

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Assisting Interested MBE/DBE Firms

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

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

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

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

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

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

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

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

D. Other Documentation

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

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

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

PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS DOCUMENTATION

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

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

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

**PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO
 MBE/DBE FIRMS**

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

PAGE ___ OF ___

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

Please check if Additional Sheets are attached.

This form is to be completed monthly by the prime

Attachment 2 - FORM D-5
Maryland Department of Information Technology
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

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

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

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

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

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

This form must be completed by
MBE subcontractor

ATTACHMENT 2 – FORM D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

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

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

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

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

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 - FORM D-7
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
Name of Prime Contractor

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP # J00B3400074 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 Motor Vehicle 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 Motor Vehicle Administration, as identified in the CATS+ TORFP # J00B3400074.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J00B3400074, dated _____, 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 Procurement Officer” means Bryan Walker. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland Motor Vehicle Administration and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Michelle Pytko 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 Technical Proposal
 - d. Exhibit C – TO Financial Proposal
 - 2.3. The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person

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, TO Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

THIS ATTACHMENT IS NOT APPLICABLE TO THIS TORFP

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Driving directions for MDOT Headquarters
7201 Corporate Center Drive
Hanover, Maryland 21076

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

From the South

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

From the North

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

Marc Train Service

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

Light Rail Service

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

ATTACHMENT 7 - 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 #J00B3400074 for hardware maintenance, repair and support. 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 referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Anna Lansaw, Maryland Motor Vehicle 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 THE TORFP

ATTACHMENT 8 - 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 Motor Vehicle 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 hardware maintenance, repair and support TORFP No. J00B3400074 dated _____, (the “TORFP”) issued under the Consulting and Technical Services Plusprocurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

TO Contractor/TO Contractor's Personnel:

Motor Vehicle Administration:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

**EXHIBIT A- TO CONTRACTOR'S LIST FOR CONFIDENTIAL INFORMATION
TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

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

ATTACHMENT 9 – 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	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
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) _____	

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 subcontractor; \$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 10 – PERFORMANCE EVALUATION

DATE:

CATS+ TORFP PROJECT NUMBER:

EVALUATION PERIOD: (Dates)

TO MANAGER: _____

Evaluation Criteria	<u>Rating (Last Quarter)</u>	<u>Rating (This Quarter)</u>	<u>Mediation Required (Yes or No)</u>
All tasks for this reporting period were completed.			
Accuracy of work completed			
Lateness / Punctuality			
Overall satisfaction with TO Contractor Performance this period.			
Invoices delivered in timely fashion			
Accuracy of Invoices submitted			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

ATTACHMENT 11 – MVA BRANCH LOCATIONS

Location	District	Address
Annapolis	District 4	160 Harry S. Truman Parkway Annapolis, MD 21401
Baltimore City	District 2	5425 Reisterstown Road Baltimore, MD 21215
Beltsville	District 3	11760 Baltimore Avenue Beltsville, MD 20705
Bel Air	District 2	501 MacPhail Road Bel Air, MD 21014
Columbia Express	District 2	6490 Dobbin Road South Columbia, MD 21045
Cumberland	District 1	13300 Winchester RD, SW Cumberland, MD 21502
Easton	District 4	9148 Centerville Road Easton, MD 21601
Elkton	District 2	105 Chesapeake Blvd, Suite A Elkton, MD 21921
Essex	District 4	1338A Eastern Blvd. Baltimore, MD 21221
Frederick	District 1	1601 Bowman Farm Rd. Frederick, MD 21701
Gaithersburg	District 1	15 Metropolitan Grove Rd. Gaithersburg, MD 20878
Glen Burnie	District 4	6601 Ritchie Highway, N.E. Glen Burnie, MD 21062
Glenmont Express	District 3	12335 C & D Georgia Avenue Silver Spring, MD 20906
Hagerstown	District 1	18306 Col. Henry K. Douglas Drive, Hagerstown, MD 21740
Largo	District 3	10251 Central Avenue Upper Marlboro, MD 20772
Loveville	District 3	27351 Point Lookout Road Leonardtown, MD 20650
Oakland	District 1	400 Weber Road Oakland, MD 21550
Prince Frederick	District 3	200 Duke Street Prince Frederick, MD 20678
Salisbury	District 4	251 Tilghman Rd. Salisbury, MD 21804
Loch Raven/Parkville, Express	District 2	8966 Waltham Woods Rd. Parkville, MD 21234
Waldorf	District 3	11 Industrial Park Drive Waldorf, MD 20602
Walnut Hill Express	District 1	16516 South Westland Dr. Gaithersburg, MD 20877
Westminster	District 2	1106 Baltimore Blvd. Westminster, MD 21157
White Oak	District 1	2131 Industrial Parkway Silver Spring, MD 20904

ATTACHMENT 11(CON'T) – COUNTY OFFICE LOCATIONS

Location	District	Priority	Address
Calvert County Courthouse			Main Street, Room 109d Prince Frederick, MD 20678
Caroline County Courthouse			Main Street, Room 107 Denton, MD 21629
Charles Co. Courthouse, Treasurers Office			Charles Street Room 148 LaPlata, MD 20646
College Park, Municipal Center			4500 Knox Road College Park, MD 20740
Dorchester County Office Building			501 Court Lane, Room 102 Cambridge, MD 21613
Frederick Co. Treasurer's Office			Winchester Hall, Room 172 Frederick, MD 21701
Kent County Courthouse			Box 245103 Cross Street Chestertown, MD 21620
Queen Anne's County			107 North Liberty Street Centreville, MD 21617
St. Mary's County			Washington Street, Route 245 Leonardtown, MD 20650
Somerset County Courthouse			Prince William Street Princess Anne, MD 21853
Worcester County Courthouse			Room 110 Snow Hill, MD 21862
Worcester County			13070 St Martin's Neck Road Bishopville, MD 21813

VEIP LOCATIONS

Location	District	Priority	Address
Anne Arundel County, North			721 Ordnance Road Baltimore, MD 21226
Anne Arundel County, South			189 Defense Highway Annapolis, MD 21401
Baltimore City, East			5900 Erdman Avenue Baltimore, MD 21205
Baltimore City, West			1411 S. Edgewood St. Baltimore, MD 21227
Baltimore County			11510 Cronridge Drive Owings Mills, MD 21117
Calvert County			1035 Theater Drive Prince Frederick, MD 20678
Carroll County			50 Aileron Court Westminster, MD 21157
Cecil County			1644 Pulaski Highway Elkton, MD 21921
Charles County			28 Henry Ford Circle Waldorf, MD 20601

Location	District	Priority	Address
Frederick County			1506 Tilco Drive Frederick, MD 21701
Harford County			1631 Robin Circle Hickory, MD 21050
Howard County			6340 Woodside Court Columbia, MD 21048
Montgomery County, Central			15910 Cheiftain Avenue Derwood, MD 20855
Montgomery County, East			2121 Industrial Parkway White Oak, MD 20904
Montgomery County, West			7407 Lindberg Drive Gaithersburg, MD 20879
Prince George's County, North			7401 Jefferson Avenue Landover, MD 20785
Prince George's County, South			7213 Old Alexandria Ferry Rd. Clinton, MD 20735
Queen Anne's County			230 Hess Road Grasonville, MD 21638
Washington County			12100 Insurance Way Hagerstown, MD 21740

ATTACHMENT 12 – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (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 _____ (Contractor) _____ has complied with Section 2.19, Security Requirements of Contract Number J00B3400074.

- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for each of the candidates that will be working on Task Order J00B3400074 MVA Hardware Maintenance, Repair, and Support 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 Contractor affirms it will provide the successful State background check as soon as possible after intent to award, but within sixty (60) calendar days. Master Contractor further affirms it will provide the successful Federal background check as soon as possible, but within One Hundred and Twenty (120) calendar days after Notice To Proceed for each candidate. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

This form is required as per section 2.19 no later than 60 days of Intent to Award

ATTACHMENT 13 – PRIVACY PROTECTION POLICY AFFIDAVIT

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 20_____, that

1. _____ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle Administration records only to those persons and for those purposes which are permitted under both laws.
5. _____ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
6. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
7. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Maryland Department of Transportation
Motor Vehicle Administration

Witness:

By: _____

Date: _____

Title: _____

Date: _____

Witness:

TO Contractor

By: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Date: _____

Assistant Attorney General

ATTACHMENT 15 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Motor Vehicle Administration (MVA)

TORFP Title:

TO Manager:

To:

The following deliverable, as required by TO Agreement #J00B3400074, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT 16 – 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 17 – 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 Agreement renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative:

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 18 – SAMPLE WORK ORDER

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

ATTACHMENT 19 – MVA EQUIPMENT LISTING

All counts and equipment lists are approximate. TO Contactor is responsible for determining exact counts and equipment as part of transition-in activities.

System	Locations	Approx. Count	Typical Equipment
1) Driver License System (DLS)	All 24 MVA Locations	450 complete workstations	PC w/monitor Touch screen monitor (separate from pc) Laser printer Receipt printer Hypercom signature pad Camera Cash drawer Barcode scanner Flatbed scanner Eltron card printer
2) Titling And Registration Information System (TARIS) - workstations	-	-	-
i) workstations	All 24 MVA locations and 12 county offices	365	PC w/ Monitor Laser Printer
ii) Primary & backup server	24 MVA locations only	66	Primary and backup servers
3) Law Test	Currently at 21 MVA locations (Columbia, Glenmont & Parkville will be added in 2014) <u>Propose for 24 locations</u>	-	-
i) Testing Consoles		171	PC w/touch screen monitor May have Speakers (approx. 16 sets total) May have Headphones (approx. 43 total)
ii) Examiner System		25 Examiner	PC w/ regular monitor Barcode Scanner Laser Printer
iii) Admin Console		2	PC w/ regular monitor
4) eStore Kiosk	Currently at 23 MVA locations (not Prince Frederick); Four of these are and available 24x7 (Salisbury, Glen Burnie, Baltimore City and Columbia)	50	Per enclosure: PC w/touch screen monitor Laser printer Card reader Bill dispenser Bill acceptor MICR check reader

System	Locations	Approx. Count	Typical Equipment
			Coin dispenser Barcode scanner Microphone Speakers Alarm UPS Surge protector
5) SB715 Kiosk	All 24 MVA locations	24	Per enclosure: PC w/monitor Laser printer
6) Customer Traffic Management (CTM)	All 24 MVA locations	Counts vary by MVA location	Equipment varies by location (approx. counts in parents): Media player (42) Counter ticket printer (70) Touch screen monitor (34) Barcode scanner (34) 32"/42"/52" flat screen TV's (66) Speakers (69) Video distribution amplifier (41) Audio amplifier (38) Serial controller/AV mux (138) L-Tron Hand Scanners (49)
7) Office of Administrative Hearing (OAH)	12 MVA locations and OAH HQ in Hunt Valley	16	PC w/monitor Laser printer DIWS scanner (only at Hunt Valley) Foot pedal to switch monitor on/off
8) Digital Image Workflow System (DIWS) Scan Stations	MVA HQ in Glen Burnie and OAH HQ in Hunt Valley	25	PC w/monitor Scanner
9) Perpetual Inventory Control System (PICS)	Currently at all MVA locations	350	Barcode scanner
10) Skills Test	All MVA locations except Columbia, Glenmont, Parkville, Walnut Hill, Oakland and Prince Frederick	150	Panasonic Toughbook laptop
11) Functional Capacity Testing (FCT)	Currently at 10 MVA locations	10	PC w/touch screen monitor

System	Locations	Approx. Count	Typical Equipment
12) Security System	All MVA locations	Counts vary by location	Equipment varies by location (approx. counts in parents): Cameras (852) Camera Power Supplies (22) Video Encoders (88) DVR's (10)
13) Centralized Print Farm	MVA HQ in Glen Burnie	2	Mailer/Stuffer Data Card 9000 (1) Visual Inspection Station (1)
14) Motor Vehicle Digital Signage	All MVA locations except Columbia, Essex, Oakland, Prince Frederick, Parkville	20	PC w/42" flat screen TV
15) Networked Computers	All MVA locations, County Offices, VEIP Stations	2,500	PC w/monitor
16) Printers (Local & Networked)	All MVA locations, County Offices, VEIP Stations	1,000	Laser, Okidata Impact, Multi-Function
17) Mobile Devices	MVA HQ in Glen Burnie	20	MS Surface, Blackberry Playbook, iPad
18) Fax Machines	All MVA locations	350	Fax machine
19) Microfilm Machine	All MVA locations	25	Microfilm machine