

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

**MTA SECURITY SYSTEMS HARDWARE AND  
SOFTWARE MAINTENANCE**

**CATS+ TORFP #J05B3400032**



**Maryland Transit Administration (MTA)  
Maryland Department of Transportation (MDOT)**

**Issue Date: February 9, 2015**

## TABLE OF CONTENTS

<b>KEY INFORMATION SUMMARY SHEET .....</b>	<b>5</b>
<b>SECTION 1 - ADMINISTRATIVE INFORMATION .....</b>	<b>6</b>
1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT .....	6
1.2 ROLES AND RESPONSIBILITIES .....	6
1.3 TO AGREEMENT.....	7
1.4 TO PROPOSAL SUBMISSIONS .....	7
1.5 ORAL PRESENTATIONS/INTERVIEWS .....	7
1.6 TO PRE-PROPOSAL CONFERENCE .....	7
1.7 CONFLICT OF INTEREST .....	7
1.8 LIMITATION OF LIABILITY .....	8
1.9 CHANGE ORDERS .....	8
1.10 TRAVEL REIMBURSEMENT.....	8
1.11 MINORITY BUSINESS ENTERPRISE (MBE).....	8
1.12 MBE PARTICIPATION REPORTS .....	8
1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE).....	9
1.14 NON-DISCLOSURE AGREEMENT .....	9
1.15 LIVING WAGE.....	10
1.16 IRANIAN NON-INVESTMENT .....	10
1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	10
1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY.....	10
1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS .....	10
1.20 QUESTIONS .....	11
<b>SECTION 2 - SCOPE OF WORK.....</b>	<b>12</b>
2.1 PURPOSE.....	12
2.2 REQUESTING AGENCY BACKGROUND.....	12
2.3 EXISTING SYSTEM DESCRIPTION.....	13
2.4 PROFESSIONAL DEVELOPMENT .....	13
2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	13
2.6 REQUIREMENTS .....	14
2.7 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES .....	20
2.8 SERVICE LEVEL AGREEMENT (SLA).....	23
2.9 BACKUP / DISASTER RECOVERY .....	24
2.10 SAFETY PLAN (SINGLE FIXED-PRICE IN PRICE PROPOSAL).....	24
2.11 PERFORMANCE AND PERSONNEL .....	24
2.12 DELIVERABLES.....	26
2.13 MINIMUM QUALIFICATIONS .....	30
2.14 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS .....	31
2.15 RETAINAGE .....	32
2.16 INVOICING .....	32
2.17 WORK ORDER PROCESS.....	34
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS .....</b>	<b>35</b>

3.1 REQUIRED RESPONSE .....35

3.2 SUBMISSION .....35

3.3 SUMMARY OF ATTACHMENTS .....35

3.4 PROPOSAL FORMAT .....36

**SECTION 4 - TASK ORDER AWARD PROCESS..... 40**

4.1 OVERVIEW .....40

4.2 TO PROPOSAL EVALUATION CRITERIA.....40

4.3 SELECTION PROCEDURES .....40

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....41

**LIST OF ATTACHMENTS ..... 42**

**ATTACHMENT 1 - PRICE PROPOSAL..... 44**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS ..... 48**

**ATTACHMENT 3 CATS+ TASK ORDER AGREEMENT..... 71**

**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ..... 74**

**ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY ..... 75**

5A – MINIMUM QUALIFICATIONS SUMMARY .....77

5B – PERSONNEL RESUME FORM.....78

**ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS DIRECTIONS & PARKING ..... 80**

**ATTACHMENT 7 - NOTICE TO PROCEED (SAMPLE) ..... 82**

**ATTACHMENT 8 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM..... 83**

**ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (OFFEROR) ..... 84**

**ATTACHMENT 10 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) ..... 85**

**EXHIBIT A ..... 85**

**ATTACHMENT 11 - TO CONTRACTOR SELF- REPORTING CHECKLIST ..... 88**

**ATTACHMENT 12 - LIVING WAGE AFFIDAVIT OF AGREEMENT ..... 91**

**ATTACHMENT 13 - MERCURY AFFIDAVIT..... 92**

**ATTACHMENT 14 - VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR STATE OF MARYLAND ..... 93**

**ATTACHMENT 15 - CERTIFICATION REGARDING INVESTMENTS IN IRAN ..... 102**

**ATTACHMENT 16 - SAMPLE WORK ORDER..... 103**

**ATTACHMENT 17 - PERFORMANCE EVALUATION FORM..... 104**

**ATTACHMENT 18 - CRIMINAL BACKGROUND CHECK AFFIDAVIT ..... 105**

**ATTACHMENT 19 – MTA – CONTRACTORS BADGE FORM ..... 105**

**A SEPARATE ATTACHMENT FILE INCLUDES THE FOLLOWING ADDITIONAL ATTACHMENTS:**

**ATTACHMENT 20 – CSX ENTRY AGREEMENT FORM**

**ATTACHMENT 21 – AMTRAK INSURANCE REQUIREMENTS**

**ATTACHMENT 22 – AMTRAK PERMIT TO ENTER FORM**

**ATTACHMENT 23 – AMTRAK INDEMNITY FORM E AND C**

**ATTACHMENT 24 – OCIP**

**ATTACHMENT 25 – MTA CONTRACTOR SAFETY AND HEALTH PLAN GUIDELINES**

**ATTACHMENT 26 – EQUIPMENT AND LOCATIONS**

**KEY INFORMATION SUMMARY SHEET**

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 – Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Title:	<b>MTA SECURITY SYSTEMS HARDWARE AND SOFTWARE MAINTENANCE</b>
Solicitation Number (TORFP #):	<b>J05B3400032</b>
Functional Area:	<b>FA6 – Systems/Facilities Management and Maintenance</b>
Issue Date:	<b>February 9, 2015</b>
Questions Due Date and Time:	<b>Thursday February 26, 2015 at 2:00 p.m. Local Time</b>
Closing Date and Time:	<b>Tuesday March 10, 2015 at 2:00 p.m. Local Time</b>
TO Pre-proposal Conference:	<b>Maryland Department of Transportation (MDOT) HQ 7201 Corporate Center Drive, Hanover, Maryland 21076 4<sup>st</sup> Floor Board Room Tuesday February 24, 2015 at 9:30 a.m. Local Time See Attachment 6 for directions.</b>
TO Requesting Agency:	Maryland Transit Administration (MTA)
Send Questions and Proposals to:	Joseph Palechek <a href="mailto:jpalechek@mdot.state.md.us">jpalechek@mdot.state.md.us</a>
TO Procurement Officer:	Joseph Palechek Office Phone: 410-865-1129 Office Fax: 410-865-1388
TO Manager:	Randy Fertig Office Phone Number: 410-767-3324 Office Fax Number: 410-790-7759
TO Type:	Fixed Price and time and materials (T&M)
Period of Performance:	Three (3) years from NTP with two (1) one (1) year renewal options
MBE Goal:	25 % with sub-goals 8% Women-owned 7% African American-owned 2% Hispanic American-owned
VSBE Goal:	0.5%
Small Business Reserve (SBR):	No
Primary Place of Performance:	MTA Office of Procurement 6 St. Paul Street, 7 <sup>th</sup> Floor Baltimore, Maryland 21202

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** – TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.16 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise
- **MDOT Contract Management Office (CMO)** – The CMO is responsible for management of the TO contract after award.

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

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

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

Neither oral presentations nor interviews will be held for this solicitation.

### **1.6 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

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

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

In order to assure adequate seating and other accommodations at the pre-proposal conference please e-mail the TO Procurement Officer indicating your planned attendance no later than two (2) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The State will make reasonable efforts to provide such special accommodation.

### **1.7 CONFLICT OF INTEREST**

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

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

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

### 1.8 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

### 1.9 CHANGE ORDERS

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

### 1.10 TRAVEL REIMBURSEMENT

Expenses for travel and other travel-related costs shall be included in rates provided.

### 1.11 MINORITY BUSINESS ENTERPRISE (MBE)

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to 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.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

### 1.12 MBE PARTICIPATION REPORTS

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

- A. Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15<sup>th</sup> day of each month.
- B. The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2, D-5) to MTA at the same time the invoice copy is sent.



- C. The TO Contractor shall ensure that each MBE Subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2, D-6).
- D. Subcontractor reporting shall be sent directly from the Subcontractor to the MTA. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

### **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

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

By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the contract will be performed by verified VSBEs.

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See Attachment 14 and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

#### **1.13.1 VSBE PARTICIPATION REPORTS**

MTA shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th day of each month. The TO Contractor shall submit required reports as described in Attachment 14.

Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

### **1.14 NON-DISCLOSURE AGREEMENT**

#### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

Certain system documentation will be available for Master Contractors to review at a reading room at MTA's address as listed in the Key Information Summary Sheet. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Procurement Officer to schedule an appointment.

#### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by 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, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

### **1.15 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. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with regulations adopted by the Commissioner.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 11 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 13 with the TO Technical Proposal.

### **1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

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

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

<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

## **1.20 QUESTIONS**

All questions must be submitted via e-mail 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The State of Maryland (State), MDOT, MTA is issuing this CATS+ TORFP to obtain the preventative maintenance, corrective maintenance and service coverage of the MTA's surveillance and security infrastructure and computer systems.

The MTA is seeking Master Contractors with demonstrated experience and thorough knowledge of Security Systems Hardware and Software maintenance services. The work involves: preventive maintenance and service coverage of all MTA Surveillance equipment and associated software, Wi-Fi components and infrastructure, network infrastructure, and "State of the Art" Closed Circuit Television (CCTV) servers and cameras for a period of five (5) years from the date of Notice to Proceed.

MTA intends to use key personnel plus a Staffing Plan as the basis of evaluating the Master Contractor's ability to furnish resources to meet the needs of this TORFP. Master Contractors may not furnish more than four (4) resumes in response to this TORFP, and shall include any additional information in the Staffing Plan.

MTA intends to award this Task Order to one (1) Master Contractor that can best satisfy the TO requirements, as determined by the Master Contractor's proposal. Proposals will include a TO Technical Proposal and a TO Financial Proposal.

### 2.2 REQUESTING AGENCY BACKGROUND

MTA is a modal administration of MDOT, an agency of the State of Maryland. The Maryland Transit Administration's business function is to provide a network of transit services throughout Maryland. This is accomplished by providing accessible local bus, Metro Subway, light rail and Para transit/mobility services, as well as commuter services that include commuter buses and MARC. Additionally, the MTA partners with transit providers throughout the 23 counties and Baltimore City to ensure financial, technical, and administrative support for locally operated transit throughout Maryland. The MTA's objective is to increase transit ridership while managing an efficient agency through three priority areas:

- **Customer Service** – The MTA will strive to provide exceptionally clean, safe and reliable services. The MTA has developed a series of key indicators that are used to measure how well we are serving our customers. These measures are used as a tool for identifying areas where attention is required as well as the effectiveness of any changes we make.
- **Partnerships** – The MTA is working to enhance relationships with employees, customers, businesses, communities, the media, and other agencies. The Administrator and senior staff are working to improve employee morale and strengthen the Union/management relationships. Meetings are taking place with key stakeholders, the media, and other agencies to cultivate partnerships.
- **Long Term Planning** – The MTA is focusing on initiatives that will strengthen the Baltimore/Washington region, MARC, and statewide services; and change the image and culture of transit.

Award of a Task Order will be subject to the approval of the Board of Public Works.

### **2.3 EXISTING SYSTEM DESCRIPTION**

MTA has an installed base of CCTV servers and cameras and all network components needed to provide a fully integrated surveillance system at its modal and maintenance facilities. The system resides on the MDOT statewide network with most locations operating on a 10GB backbone. Video is accessed and monitored via client workstations at the Police Monitoring Facility at 4701 Mt. Hope Dr., Baltimore, MD and at the Central Control Center at 301 N. Eutaw St, Baltimore, MD. A complete list of hardware as of the time of this writing, titled "Equipment and Location", will be provided to Contractors after MTA receives a signed copy of Attachment 9. The systems include both hardware and software components that must be maintained in order to assist in the protection of the commuting public, MTA personnel and MTA assets. Hardware and software components are located throughout MTA Metro Stations, Light Rail Stations, MARC Stations, Bus Depots, Maintenance Facilities and Central Monitoring facilities. Cameras are installed by various means at different locations including on station shelters, light poles, exterior building structures, interior building ceilings and above ceiling-height beams. The Washington Blvd. location includes cameras mounted on an antenna tower at 150 ft. elevation. TO Contractor will need to have equipment and personnel necessary to access cameras in each of various locations.

### **2.4 PROFESSIONAL DEVELOPMENT**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP

### **2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

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

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

The foregoing may include, but are not limited to, the following policies, guidelines, and methodologies can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

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

TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

TO Contractor shall conform to all Amtrak/ CSX/MTA certifications and permits that will allow the maintenance personnel to enter such property that are designated in the equipment list.

The TO Contractor is required to sign and submit to the MTA with the TO proposal the required documentation as specified in Section 3 and the “List of Attachments”.

## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR SCOPE OF WORK REQUIREMENTS

MTA requires a continuous maintenance program for the existing CCTV and monitoring equipment infrastructure to reduce the down-time and streamline response time for corrective maintenance.

The TO Contractor shall note that the equipment listed in the inventory has existing warranty coverage with associated expiration dates. As the associated equipment comes out of warranty, the TO Contractor shall add the newly out of warranty equipment to the list of equipment requiring preventative maintenance and service coverage. The level of maintenance specified herein shall be a minimum requirement.

The TO Contractor responsibilities for service terminate at the interface and port entry to the main CISCO switch installed at each MTA designated station, rail vehicle or maintenance facility. Specifically, the main CISCO switch connected to the MDOT network and associated Uninterruptible Power Supplies (UPS) (with the exclusion of the main UPS at the PMF) are NOT included as part of this TO.

The proprietary Surveillance System software shall be maintained and serviced only by Aralia Systems Inc. The point of contact for Aralia is:

Aralia Inc.,  
Attention: Mr. Robert Norrington,  
1 North Charles Street, Suite 302  
Baltimore, MD 21201  
Telephone: 443 692 3597  
Cell: 917 826 2147

Detailed below are the requirements for a successful program.

#### 2.6.1.1 Hardware Maintenance (included as part of monthly Fixed Price)

The maintenance specified herein is considered the minimum required for all equipment as part of the monthly Fixed Price. If specific equipment covered by this TO requires additional preventative maintenance for safe reliable operation, as specified by the manufacturer, or the TO Manager, the TO Contractor shall perform the required additional preventative maintenance at the approved billing rate (Time and Materials) via Work Orders.

1. The TO Contractor shall regularly as hereinafter specified and systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components and all other mechanical or electrical equipment. All lubricants, cleaning materials, and incidentals required to perform routine maintenance. shall be supplied by the TO Contractor. All lubricants shall be of the

type and grade recommended by the manufacturer. This list is not meant to be all-inclusive but provides an outline for the type of work covered under this agreement.

- Hardware Enclosures: Inspect and clean all equipment cabinets and associated installed equipment at an interval to be determined by the MTA, but not less than twice per year.
  - Camera Enclosures: Inspect and clean all camera housings, including external dome cleaning, at an interval to be determined by the MTA, but not less than twice per year.
  - Servers- Install the required patches from the Operating System Source (Microsoft, Linux, Apple) on a recommended basis and after the controlled patches have been approved by the MTA IT department.
2. The TO Contractor shall follow the manufacturer's recommendations for Data Backups.
  3. The TO Contractor shall utilize Aralia for build and construction of the RAID configurations of the security servers which will include the loading of the OS software and all security software as needed. This shall be included in the Contractor's monthly fixed price
  4. For all Wireless / Wi-Fi Access Points and Controls, the TO Contractor shall follow the Preventive Maintenance program and troubleshooting recommendations as set forth by the manufacturer.

#### 2.6.1.2 Hardware Maintenance Service Records (included as part of monthly Fixed Price)

1. The TO Contractor shall notify the Administration at the beginning and upon completion of each preventive maintenance repair, corrective maintenance or retrofit activity.
2. The TO Contractor shall provide the Administration with a completed Preventive Maintenance Check Chart that indicates the date, start and finish times, and total man-hours employed to complete the preventive maintenance task and any corrective actions including, adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities etc. no later than the 5<sup>th</sup> working day of each month.
3. The TO Contractor shall provide the Administration with a monthly summary of all repair activity no later than the 5<sup>th</sup> working day of the following month. The summary shall be arranged in a chronological columnar format and shall include the following information: location, equipment, corrective or preventative maintenance, explanation (description of work performed), parts used (including parts put on), service mechanic's name and the date and time the unit was restored to service.
4. The TO Contractor shall be responsible for obtaining all technical documentation necessary for maintenance and repair of each type of hardware. The Administration will provide any available documentation, which can be released without restriction, but it shall be the TO Contractor's responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime or failure to perform routine scheduled maintenance.

5. The TO Contractor shall prepare for TO Manager approval a schedule listing preventive maintenance and testing to be performed for the entire Task Order. Each month prior to performance of any work, the TO Contractor shall submit a proposed work schedule to the TO Manager.
6. In the event of a hardware defect or failure that was considered by the MTA to be of an emergency nature, the TO Contractor shall provide a written report discussing the cause of the failure, repair or mitigation activities that were taken, and recommendations, if any, of actions that the MTA could take to prevent the occurrence of the same or similar hardware failures.

#### 2.6.1.2 Software Maintenance (included as part of monthly Fixed Price)

On a daily basis, the TO Contractor shall:

1. Perform a system performance test to determine any existing or incipient faults. This daily system performance test shall be performed at a time to be mutually agreed to by the TO Contractor and the TO Manager. The system performance test shall report and note any restoration or back-up activities undertaken automatically by the software, such as the change-over between an active and spare server, use of any UPS system, and similar automatic back up and restoration activities.
2. The results of the daily performance test shall be reported to the TO Manager on a daily basis and on a mutually agreed format and time.
3. Perform any other software maintenance activities that are determined to be required by the system and described in written information provided to the TO Manager.

#### 2.6.1.3 3<sup>rd</sup> Party Software Alterations (included as part of monthly Fixed Price)

1. The TO Contractor shall undertake to make no alterations or changes to any software without the prior written permission of the TO Manager.
2. The MTA shall be informed of any notice or information of alterations, modifications, and up-dates for all software provided by third parties to the TO Contractor.
3. The TO Contractor shall provide announcements of the discovery, documentation and solution of software problems as well as other improvements, up-dates, new software releases, and other improvements that could be made to the system to the TO Manager.

#### 2.6.1.4 Software Monthly Reports and Documentation (included as part of monthly Fixed Price)

1. The TO Contractor shall provide a Software Monthly Report detailing all software corrective or maintenance activities provided during each calendar month. This written report shall be submitted to the MTA on or before the fifth working day of the following month.
2. In the event of a software defect or failure that was considered by the MTA to be of an emergency nature, the TO Contractor shall provide a written report discussing the cause of the failure, repair or mitigation activities that were taken, and recommendations, if any, of actions that the MTA could take to prevent the occurrence of the same or similar software failures. Submit with Software Monthly



Report.

2.6.1.5 Non-Recurring Duties (included as part of monthly Fixed Price)

1. The TO Contractor shall provide software updates to servers and workstations as required and approved by the TO Manager.
2. The TO Contractor shall work with the TO Manager to review costs on a unit basis in cases of poor materials life, third party problems, etc. or as otherwise requested.
3. The TO Contractor shall supply, install, or repair all parts or components due to wear and tear and / or neglect by the TO Contractor such as missing inspections of any type or missing routine maintenance services.
4. The TO Contractor shall monitor software performance, and make any necessary adjustments.
5. The TO Contractor shall use only skilled, competent, and trained software engineers or software technicians on any hardware maintenance tasks that shall be directly employed or supervised by the TO Contractor.
6. The TO Contractor shall attend work-block meetings held at a designated MTA facility for any trouble-ticket work or preventive maintenance on the equipment listed in the service inventory work sheet that requires after hours service.

2.6.1.6 On-Call Hardware Support Services (Monthly Fixed Price and T&M as noted)

1. The TO Contractor shall provide a staffed 24-hour, 7-day contact telephone number in order to provide immediate response to trouble calls from the MTA. This shall be included as part of the Contractor's monthly fixed price.
2. The TO Contractor shall provide an e-mail address or **call Center number (MDOT-NOC)** such that trouble reports and other information may be sent to the Contractor either manually or automatically. This shall be included as part of the Contractor's monthly fixed price.
3. The TO Contractor shall provide a quote for the labor categories and estimated hours for the on-call support services, for work requested by the TO Manager not included in the monthly fixed pricing. The quotation shall include the provision of Activity Reports associated with this additional work. Rates shall be all inclusive, including travel time and travel expenses, and shall be consistent with the pricing provided in response to this TORFP (See Section 1.10).
4. The TO Manager will inform the TO Contractor of all planned alterations, modifications, and updates for all hardware covered under this TO, and may request the TO Contractor to undertake the work required at the rates established in this TORFP on a time and materials basis. Alternatively, MTA may choose to perform this work itself. Examples of such work will include, but not be limited to:
  - a. The TO Contractor, after written permission, may be required to perform any other hardware maintenance activities required by the system and described in written information provided to the TO Manager.
  - b. The TO Contractor, at the TO Manager's direction, shall respond to inspect and evaluate the condition of equipment following any flood, weather problems, major incident, accident, fire, or other emergency incidents and respond in writing to the Administration accordingly.
5. Invoice procedure for Time and Material work is as identified elsewhere.

#### 2.6.1.7 On-Call Software Support Services

1. The TO Contractor shall provide a staffed 24-hour, 7-day contact telephone number in order to provide immediate response to trouble calls from the MTA. This shall be included as part of the Contractor's monthly fixed price.
2. The TO Contractor shall provide an e-mail address or call Center number (MDOT-NOC) such that trouble reports and other information may be sent either manually or automatically. This shall be included as part of the Contractor's monthly fixed price.
3. The TO Contractor shall provide on-call software engineering support, for work requested by the TO Manager outside the scope of this software maintenance contract and requested via Work Order. The quotation shall include the provision of Activity Reports. Rates shall be all inclusive, including travel time and travel expenses.
4. The TO Manager will inform the TO Contractor of any required alterations, modifications, and up-dates for all software covered under this TO, and may request the TO Contractor to undertake the work required at the rates established by the On-call software engineering support service. This work shall be invoiced on a time and materials basis via Work Order.
5. If a failure involves the proprietary surveillance software, the TO Contractor shall only use Aralia Systems as designated in the above section. The TO Contractor shall coordinate with Aralia on all matters and assist Aralia if the situation requires it.
6. Aralia and the TO Contractor shall both responsible for all software issues and resolutions. It is understood and agreed that time is of the essence with respect to all corrective work to be undertaken under emergency conditions. The TO Contractor shall possess the necessary skill sets to maintain and trouble shoot existing Aralia Servers and devices.
7. Invoice procedure for Time and Material work is as identified elsewhere.

#### 2.6.1.8 Staffing Utilization Plan (Single fixed price in the price proposal)

1. The TO Contractor shall submit to the TO Manager a "Staffing Utilization Plan" for approval by the TO Manager after Contract award. The Staffing Utilization Plan shall include, but is not limited to the following:
  - a. The categories and number of staff the TO Contractor plans to utilize to perform maintenance, materials control, and administrative functions.
  - b. An organization chart that shows the number of employees per job category, job descriptions, reporting relationships, hierarchy, and location of key management personnel. Outsourced functions shall be identified.
  - c. TO Contractor's QA/QC manager
  - d. TO Contractor's Safety manager
  - e. The TO Contractor shall supply an organization chart indicating the specific names of the individuals responsible for each task of service equipment that requires a trouble-call or basic preventive maintenance procedure and whose involvement is needed to successfully address the service call or complete the preventive maintenance procedure.

#### 2.6.1.9 Contract Records Management Plan (Single fixed price in the price proposal)

1. The TO Contractor shall submit to the TO Manager a “Contract Records Management Plan” for approval by the TO Manager after Contract award. The plan shall include the standards and protocols used by the TO Contractor to maintain the TO Maintenance records. The standards and protocols shall be sufficient to enable accurate auditing of operational and financial records by MTA, its authorized agents and other oversight authorities at the termination of the TO.

#### 2.6.1.10 Parts and Inventory (included as part of yearly spare parts allowance)

1. The TO Contractor shall maintain all records necessary to provide and support TO Agreement services including, fixed plant inventory and maintenance costs.
2. The TO Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each service equipment concerned. The inventory shall include, but not necessarily be limited to, the following:
  - Fixed camera units, Sony SNC-VM602R
  - PTZ camera units, Sony ER580
  - Garrettcom Switches CS14H-Sc-Hd
  - Garrettcom Switches ES42H-1SC-Hd
  - Replaceable data storage elements, Hitachi 1TB SATA HDD
  - Replaceable data storage elements, Hitachi 3TB SATA HDD
3. The MTA will provide the TO Contractor with an Initial Spare Parts Kit, comprising:
  - Six (6) fixed camera units, Sony SNC-VM602R
  - Five (5) PTZ camera units, Sony ER580
  - Ten(10) Garrettcom Switches CS14H-Sc-Hd
  - Seven (7) Garrettcom Switches ES42H-1SC-Hd
  - Five (5) replaceable data storage elements, Hitachi 1TB SATA HDD
  - Five (10) replaceable data storage elements, Hitachi 3TB SATA HDD
4. The TO Contractor shall store and maintain the Initial Spare Parts Kit in a secure environment. An inventory shall be established, and a quarterly spare parts inventory report issued to the TO Manager.
5. The TO Contractor may use items from the Initial Spare Parts Kit without prior permission from the TO Manager. However, the TO Manager shall be advised of any such use, and the TO Contractor shall enter a request to the TO Manager to obtain a replacement of part used.
6. The TO Contractor shall procure additional spare parts using the spare parts allowance as necessary to fully support the equipment on this Task Order. All such spare part requests shall be entered into the normal Administration’s spare parts management process, and spares disbursed in accordance with established Administration inventory procedures.

7. The TO Contractor shall identify the additional spare parts quantities necessary to cover replacements due to any cause, except it does not relieve the TO Contractor from procuring at its own expense replacements due TO Contractor's failure to perform the preventative maintenance.
8. The TO Contractor shall notify the TO Manager when any of the items in the Initial Spare Parts Kit are replaced so a determination of the cause of the damage can be made.
9. All replacement parts shall be new and specifically designed for the surveillance system on which they are to be used. All old parts shall be returned to the Administration for proper disposal.

## **2.7 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

All requirements, duties, responsibilities and services defined in this TORFP are to be included in the fixed price unless otherwise identified, elsewhere.

1. The TO Contractor shall obtain all necessary MTA Track certifications for the Light rail and Metro systems prior to entering the sites to perform work.
2. The TO Contractor shall provide maintenance at a consistently high level of quality to properly protect all service equipment from deterioration, and to provide constant peak performance of all hardware, resulting in a minimum of down time for any portion of the system. The TO Contractor shall receive approval from the Administration prior to the removal of any equipment from service for inspections, trouble shooting, and minor repairs.
3. The TO Contractor shall respond to emergency calls on a 24/7 basis. The TO Contractor shall provide emergency maintenance support during normal operating hours. During special events operating hours may be extended (e.g. New Year's Eve, Independence Day, all sporting events) During the life of this TO, service hours may be modified to suit our customers.
4. All TO Contractor Personnel engaged in the provision of the Contract Services shall be qualified (as defined in Section 2.13.2) and shall perform their duties in a courteous, efficient, and safe manner, and all TO Contractor Personnel who deal with the public shall be clean and attired while on duty in uniforms, which clearly indicate that they are providing Contract Services on behalf of the Administration.
5. Upon request of the Administration, the TO Contractor and its subcontractors shall grant the Administration access to (1) the payroll records of any TO Contractor Personnel engaged in providing Contract Services, and (2) the records of any such TO Contractor Personnel regarding drug and alcohol testing, competency tests, qualifications, training, and criminal violations that directly relate to the performance of the Contract Services, unless the TO Contractor demonstrates to the Administration that applicable law or labor contracts prohibit granting the Administration access to such records. Any information received by the

Administration pursuant to this subsection shall be accorded the confidentiality required by law.

6. The TO Contractor shall be responsible for giving immediate written notice to the Administration of any condition, which it discovers, that may present a hazard to either the equipment or patrons.
7. The TO Contractor shall not be responsible for the cost of making renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the TO Contractor, its representative and employees.
8. The TO Contractor shall be responsible for notifying the TO Manager in writing of the existence or development of any defects in, or repairs required to, the service equipment, which it does not consider to be the TO Contractor's responsibility under the terms of the contract, unless the damage was caused by the TO Contractor's failure to perform any maintenance items included in this TO. The Administration reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
9. The TO Contractor shall provide immediate notice to the TO Manager by telephone of any situation, which could affect the on-time performance of revenue operations. In such notice, the TO Contractor shall describe the situation and explain its proposed response, and thereafter shall maintain communication with the Administration until the situation is resolved.
10. The TO Contractor shall require pre-employment substance/drug screening of all applicants for employment. Such testing, at a minimum, shall satisfy the requirements of the MTA-regulated drug testing protocols, and be performed at a facility approved by MTA. Any positive test resulting from this screen shall cause the applicant to be rejected by the TO Manager.
11. The TO Contractor shall, upon the written request of the Administration, discharge any person in its employ who appears to the Administration to be disorderly, careless, or incompetent or to be employed in violation of any of the terms of this TO Agreement.
12. The TO Contractor shall be solely responsible for any damage inflicted by the actions or inactions of TO Contractor Personnel upon the facilities of others within the Service Property.
13. The TO Contractor shall only use lubricants of the proper grade as recommended by the OEM.
14. The TO Contractor shall provide all necessary tools, special tools as required for proper repair and maintenance of the surveillance and security infrastructure and computer systems.

15. The TO Contractor shall have an adequate inventory of such parts, lubricants and tools located in the location specified to maintain operation of the surveillance and security infrastructure and computer systems as detailed in the contract requirements.
16. The TO Contractor shall protect the buildings, materials, furniture and all persons from damage and injury in every way possible, and shall be responsible for any damage or injury due to its failure to provide this protection. The TO Contractor Personnel shall be aware of and provide proper safety precautions such as barricades while working in public areas.
17. The TO Contractor shall make all arrangements with the Administration, whereby its operations or movements of its TO Contractor Personnel and materials throughout the system will not interfere in any way with the regular functions of the Administration.
18. The Administration shall have access to the work areas at all times. The Administration shall have right to stop, alter, or in any way affect the progress of the work if it is not being performed in conformity with the contract plans, manufacturer's maintenance manuals, specifications, apparent safety, or MTA rules.
19. In addition to the guarantees provided by component manufacturers of products utilized for maintenance, the TO Contractor shall guarantee that all materials, components, equipment and accessories installed shall perform for a period of one (1) year without failure due to manufacturing defects, product misapplication or improper installation.
20. The TO Contractor shall ensure that all TO Contractor Personnel who are engaged in work on the TO which requires attendance on MTA property, have a MTA Contractor Identification Badge within fourteen (14) days of Notice to Proceed. This Badge must be visible at all times.
21. The TO Contractor shall ensure that all TO Contractor Personnel who are engaged in work under this TO have met the requirements of Section 11.5 by completing and submitting Attachment 18 to the TO Manager. Attachment 18 shall be completed, signed and submitted each time new personnel are added to the task order.
22. To ensure insurance coverage under the Owner Controlled Insurance Program (OCIP) is provided for its subcontractors. The TO Contractor shall apply for this program and indemnification as required in this TO. SEE ATTACHMENT 24.
23. The TO Contractor shall dispose of all maintenance waste materials offsite in accordance with all local, state and federal requirements.
24. The TO Contractor shall comply with applicable Federal, State and local laws and regulations.

- 25. The TO Contractor shall perform all other duties and obligations set forth in this TO.
- 26. In order to perform the services required by this TO, TO Contractor shall provide, at a minimum, personnel performing the following functions:
  - a. Project Management.
    - i. The Project Manager shall be the single point of contact between MTA and the TO Contractor and shall be available at any time to address issues or concerns.
    - ii. The Project Manager shall have the principal responsibility for directing and coordinating TO Contractor’s performance of its obligations under this TO.
    - iii. The Project Manager shall serve as TO Contractor’s liaison the Authority.
    - iv. The Project Manager shall attend meetings of the MTA as requested.
    - v. The Project Manager shall be available at such other times as the MTA may direct to consult with representatives of the Administration.
  - b. Safety, and Regulatory Compliance Management
    - i. Safety and Regulatory Compliance Manager shall be responsible for the day-to-day management of the TO Contractor’s System Safety Program (SSP) and shall report high, serious, medium, urgent, or improperly managed safety risks directly to MTA.

**2.8 SERVICE LEVEL AGREEMENT (SLA)**

Within this section a detailed description of each of the services and the committed performance levels (service level agreement) associated with them is provided. All Helpdesk maintenance ticket submissions shall be entered into a user database and shared with the appropriate personnel.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs. a day	See definition of Urgent below.
High	1 hour	4 hours	7 days/week, 24 hrs. a day	See definition of High below.
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8AM-5PM	See definition of Normal below. On-site response to calls after 1PM may be by 9AM the next morning

Service level criteria’s are described as below:

- URGENT- The ability to conduct business or service the customer has stopped. *Examples:* Server down, network down, database down, application down.
- HIGH-Service is seriously degraded but can continue its operation via a workaround or incremental resource for a short period of time before business stops. *Examples:* Extremely slow system performance, a piece of application functionality is down or has a bug

- **NORMAL-** Problem or incident where single users can operate some of the system activities normally, but a definite problem is identified

## **2.9 BACKUP / DISASTER RECOVERY**

The TO Contractor shall perform backups of the surveillance software servers at the PMF on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups shall be stored off-site by the TO Contractor.

## **2.10 SAFETY PLAN (Single Fixed-Price in price proposal)**

The TO Contractor shall submit to the MTA for approval a System Safety Program Plan. The Plan shall be prepared in accordance with the requirements of ATTACHMENT 25.

## **2.11 PERFORMANCE AND PERSONNEL**

### **2.11.1 WORK HOURS**

- **Business Hours Support:** The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the MTA. TO Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

### **2.11.2 PERFORMANCE EVALUATION**

TO Contractor Personnel will be evaluated by the TO Manager on a quarterly basis for assignments performed during that period. The TO Manager shall evaluate performance of each TO Contractor resource using the established performance evaluation (PEF) form included as ATTACHMENT 17.

### **2.11.3 PERFORMANCE ISSUE MITIGATION**

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, MTA will pursue the following mitigation procedures prior to requesting a replacement employee:

- A. The TO Manager shall document performance issues and give written notice to the TO Contractor, and MDOT CMO, clearly describing problems and delineating remediation requirement(s).
- B. The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by MDOT CMO.
- C. Should performance issues persist, MDOT CMO may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.



#### **2.11.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

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

The procedure for substituting personnel after award is as follows:

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

#### **2.11.5 PREMISES AND OPERATIONAL SECURITY**

- A. Within 45 days of Notice to Proceed, TO Contractor Personnel to be assigned to perform work under the resulting TO shall be required to submit criminal background check certification, using Attachment 18, to MTA from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. MTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MTA reserves the right to perform additional background checks on TO Contractor Personnel.
- B. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
  1. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
  2. TO Contractor shall require its employees to follow the State of Maryland and MTA IT Security Policy and Standards throughout the term of the TO Agreement.
  3. 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 Task Order
  4. TO Contractor shall remove any TO Contractor Personnel from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.
  5. The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

## 2.12 DELIVERABLES

### 2.12.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 8, to the TO Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.12.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.12.3.

### 2.12.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.12.4 Deliverable Descriptions/Acceptance Criteria.

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

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 8). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.16

In the event of rejection of a deliverable, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### 2.12.3 MINIMUM DELIVERABLE QUALITY

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

#### 2.12.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.12.4.1	Staffing Utilization Plan	TO Contractor shall submit a staffing plan listing maintenance routes, repair crews and supervision for administrating the requirements of this TO. The Plan shall meet requirements and content listed in 2.6.1.9.	Within ten (10) days of notice to proceed.
2.12.4.2	System Safety Program Plan (SSPP)	TO Contractor shall provide a System Safety Program Plan (SSPP) to describe the TO Contractor's safety program activities. The Plan shall meet requirements and content listed in 2.10.	Within Five (5) days after Notice to proceed
2.12.4.3	Project Management Plan	TO Contractor shall provide a Project Management Plan (PMP) to describe the TO Contractor's approach to the implementation and Management of the project. The Plan shall include content in compliance with State's SDLC.	Within Ten (10) days after Notice to proceed
2.12.4.4	Preventative Maintenance (PM) Check Chart:	TO Contractor shall develop and submit to the Administration a	Within fourteen (14) business days of Notice

		<p>preventive maintenance check chart that will include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• For each PM, indicate the date, start and finish times</li> <li>• Number of man hours employed to complete the preventive maintenance task</li> <li>• Identify the corrective actions, including adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities, etc</li> </ul> <p>This shall be provided for all Hardware Enclosures, Cameras and Enclosures, Servers and All wireless/Wi-Fi Access Points and Controls</p> <p>Note: The TO Contractor shall be responsible to obtain and inform itself on all technical documentation. Lack of same shall not be acceptable reason for down time.</p> <p>The Check Chart shall meet requirements and content listed in 2.6.1.2.2.</p>	<p>to Proceed, and monthly thereafter. No later than the 5<sup>th</sup> working day of each month:</p>
2.12.4.5	Summary of all Repair Activity	<p>Summary shall be arranged in chronological order, columnar format and shall include:</p> <ol style="list-style-type: none"> <li>1. Location, equipment, corrective or preventative maintenance</li> <li>2. Explanation or description of work performed</li> <li>3. Parts used (including parts put on</li> <li>4. Service mechanics name and the date and time the unit was restored to service</li> </ol>	<p>Monthly, deliver on first of month for previous month's repair activity</p>
2.12.4.6	Baseline Schedule of Contract Preventative Maintenance and Testing (on hardware)	<p>Prior to any work performed, a work schedule will be submitted to the Administration for approval of all work to be performed</p>	<p>NTP + 14 business days</p>

		during the entire contract. The Schedule, in Microsoft Project or other agreed upon format, shall meet requirements and content listed in 2.6.1.2.5.	
2.12.4.7	Monthly Work Schedule	A proposed work schedule will be submitted to the Administration for approval and shall include locations where work shall be performed and durations of work with specific activities to be performed at each location.	Monthly, prior to performance of any work
2.12.4.8	Completed Monthly Work	An itemized list of work performed shall be submitted to the Administration. Criteria for work completed: <ol style="list-style-type: none"> <li>1. Date and time of call.</li> <li>2. Equipment location</li> <li>3. Equipment identification number</li> <li>4. Class of work ie. Routine maintenance or call back service</li> <li>5. Description of parts/ parts used</li> <li>6. Name of maintenance technician</li> <li>7. Time back in service</li> </ol>	At the end of each month
2.12.4.9	Emergency Hardware Repairs	In the event of a hardware defect or failure that is considered by the MTA to be of an emergency nature. The TO Contractor shall provide: <ol style="list-style-type: none"> <li>1. A written report discussing the failure, repair or mitigation activities taken and</li> <li>2. Recommendations, if any of actions that the MTA should take to prevent the occurrence of the same or similar hardware failures.</li> </ol>	As emergencies arise – Within 24 hours
2.12.4.10	Software Monthly Report	The report shall meet requirements and content listed in 2.6.1.5 including detail the software corrective or maintenance activities conducted	Monthly, on or before the 5 <sup>th</sup> working day of the following month

2.12.4.11	Emergency Software Repairs	In the event of a software defect or failure that is considered by the MTA to be of an emergency nature. The TO Contractor shall provide: <ol style="list-style-type: none"> <li>1. A written report discussing the failure, repair or mitigation activities taken and</li> <li>2. Recommendations, if any of actions that the MTA should take to prevent the occurrence of the same or similar software failures.</li> </ol>	Within 24 hours of defect or failure
2.12.4.12	System Performance Test	Meeting requirements and content listed in 2.6.1.3.	Daily, with results reported to the Administration daily and on a mutually agreed format and time
2.12.4.13	Contract Records Management Plan	Identifying the standards and protocols used by the TO Contractor to maintain the TO Maintenance records. Meeting requirements and content listed in 2.6.1.10.	NTP + 30 days

NOTE: Acceptance criteria for activity reports and other tangible deliverables can be based on accuracy, timeliness, clarity, and usefulness. Activity reports shall contain at a minimum:

- Date submitted
- TO title and number
- Agency name and contact information (TO Manager)
- TO Contractor name and contact information
- Work performance month and year
- Recurring tasks completed during the month
- Non-recurring (work order based) tasks completed during the month
- Status of open work for work to be performed.
- Hours per task and total hours
- Outstanding issues and resolution status
- Tasks planned for the subsequent period

## 2.13 MINIMUM QUALIFICATIONS

### 2.13.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

- 1) The Master Contractor shall have at least a minimum of seven (7) years working on CCTV systems. Work experience must include all of: basic operation of systems, including system design, installation, maintenance, Quality Assurance/Quality Control, and systems testing.
  - i) The work must have lasted at least a year; and
  - ii) The work must have been completed in the last ten (10) years.
- 2) The Master Contractor shall have at least 5 (five) years of verifiable experience in maintaining Ethernet networks.
  - i) The work must have lasted at least a year; and
  - ii) The work must have been completed in the last seven (7) years.
- 3) The Master Contractor shall have at least 5 (five) years of verifiable experience in maintaining Microsoft server/client hardware and software.
  - i) The work must have lasted at least a year; and
  - ii) The work must have been completed in the last seven (7) years.

### 2.13.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

Resumes shall clearly outline starting dates and ending dates for each applicable experience or skills. Starting and ending dates shall be given in month/year format.

Master contractor shall provide, as part of it's TO Proposal, personnel performing the following functions:

- Project Management.
  - Safety, and Regulatory Compliance Management
1. The Project Manager shall have **at least 5 (five) years of verifiable experience** within the past 10 years in managing maintenance projects of similar size and scope as described herein. Past projects shall include experience with all of: CCTV Systems Maintenance, Ethernet Network Experience and Microsoft server/client hardware and software experience. Resume of proposed Project Manager shall list a minimum of three projects with references where this experience is demonstrated.
  2. **Safety and Regulatory Compliance Manager shall be either a Certified Safety Professional or have at least five (5) years** of related industry experience in the last 10 years. Related industry experience shall include work similar to work performed under this Task Order. Resume of proposed Safety and Regulatory Compliance Manager shall list a minimum of three projects with references where this experience is demonstrated.

### 2.14 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

The following qualifications are expected and will be evaluated as part of the technical proposal, using the information provided in the Staffing Plan and general technical proposal responses.

1. The TO Contractor shall have prior working knowledge in the systems and equipment listed in the document “Equipment and Location”, provided after Contractor returns a signed copy of Attachment 9. Technical certifications from equipment and system vendors are desirable.
2. All hardware maintenance work shall be performed by technicians supervised by the TO Contractor. **Technicians must have a minimum of two (2) years of experience** as a technician. The technicians, supervisory personnel, and helpers shall have the certifications as listed in this procurement and /or is in the process of acquiring the certifications in a specific time frame so the equipment will be properly maintained and adhered to manufacturer’s recommended maintenance plans and procedures. The TO Contractor must also be capable of providing backup personnel to satisfy on-site personnel requirements. A detailed Attachment 5A – Labor Category Personnel Resume Summary of each individual intended to perform activities on this TO will be required at time of notification of TO Award.

## 2.15 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## 2.16 INVOICING

Invoicing shall be submitted monthly. Invoicing shall reflect costs for hours worked during the month [completion and acceptance of deliverables as defined in 2.9.2] and shall be accompanied by signed notice(s) of acceptance (DPAF) for all invoices submitted for payment. Payment of invoices will be withheld if a signed Acceptance of Deliverable Form (Attachment 8) is not submitted.

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

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.12.

### 2.16.1 TIME SHEET SUBMISSION AND ACCEPTANCE

Within three business days after the 15<sup>th</sup> and last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the TO.

At a minimum, each semi-monthly timesheet shall show:

- A) Title: “Time Sheet for MTA Security Systems Hardware and Software Maintenance Contract”
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each week ending date, e.g., “Week Ending: mm/dd/yyyy” (weeks run Sunday through Saturday)
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that week
    - (4) Weekly variance above or below 40 hours
    - (5) Annual number of hours planned under the TO



- (6) Annual number of hours worked to date
- (7) Balance of hours remaining
- (8) Annual variance to date (Sum of weekly variances)

D) Signature and date lines for the TO Manager

Submission of time sheets shall be to the TO Manager for approval by signature. TO Manager

Acceptance of timesheets shall acknowledge the accuracy of the time reported.

## 2.16.2 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify “MTA” as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., “2.12.4.1.”), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B. All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described in Section 2.16.2.1 and Section 2.16.2.2. Payment of invoices will be withheld if the appropriate signed acceptance form is not submitted.
- C. The TO Contractor shall send the original of each invoice and signed DPAF (Attachment 8), for each deliverable being invoiced to the MTA at e-mail address.

Randy Fertig  
St. Paul Street, 7<sup>th</sup> Floor  
Baltimore, Maryland 21202  
*with a copy to the TO Manager.*

- D. 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.

### 2.16.2.1 T&M INVOICE SUBMISSION PROCEDURE

The following applies for any T&M invoices, whether for the Task Order requirements or for Work Orders issued under this Task Order.

The TO Contractor shall include a signed DPAF for each deliverable being invoiced with the signed invoice.

### 2.16.2.2 FIXED PRICE INVOICE SUBMISSION PROCEDURE

The following apply for any Fixed Price invoices, whether for the Task Order requirements or for Work Orders issued under this Task Order.

- A) The TO Contractor shall include a signed DPAF (Attachment 8), for each deliverable being invoiced to the TO Requesting Agency with the signed invoice.

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.12.

**2.17 WORK ORDER PROCESS**

- A) Additional services will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 16) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Required place(s) where work must be performed
- 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 16.
  - 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) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- E) The TO Manager will 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 could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- G) 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 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the exact submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

### 3.2 SUBMISSION

#### 3.2.1 E-MAIL SUBMISSION

The TO Proposal shall be submitted via two e-mails submitted in one or more separate e-mails from the TO Financial Proposal.

MDOT Procurement can only accept e-mails that are less than or equal to 8MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP # MTA-J05B3400032 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP MTA-J05B3400032 Technical – Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP MTA-J05B3400032 Technical – Proposal” in Microsoft Word format (2007 or later).

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

- Subject line “CATS+ TORFP # MTA-J05B3400032 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP MTA-J05B3400032 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 – MBE Forms A and B
- Attachment 4 – Conflict of Interest Affidavit and Disclosure

- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form
- Attachment 9 – Non-Disclosure Agreement (Offeror)
- Attachment 12 – Living Wage Affidavit of Agreement
- Attachment 13 – Mercury Affidavit – Signed PDF
- Attachment 14 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- Attachment 15 – Certification Regarding Investments in Iran
- Attachment 20- CSX-Entry Agreement Form
- Attachment 21 – AMTRAK – Insurance Requirements
- Attachment 22 – AMTRAK – Permit to Enter Application
- Attachment 23 – AMTRAK – Indemnity Form
- Attachment 24 - OCIP

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

- Attachment 1 Price Sheet– Signed PDF

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 3) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

##### B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.13.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.13.1.1	A) The TO Contractor shall have at least a minimum of 7+ years working on CCTV systems. Work experience must include basic operation of systems, including system design, install, maintenance, Quality Assurance/Quality Control, and systems testing.	Evidence of Compliance shall include examples of projects completed by the TO Contractor in the past 10 years. Information provided shall include: Project name, client contact information, project value, project starting and ending dates in month/year format, key personnel or proposed staff that worked on the project and a detailed description of the work performed by the offeror on the project.

	<ol style="list-style-type: none"> <li>1) The work must have lasted at least a year; and</li> <li>2) The work must have been completed in the last 10 years.</li> </ol>	
2.13.1.2	<p>B) The TO Contractor shall have at least 5 (five) years of verifiable experience in maintaining Ethernet networks.</p> <ol style="list-style-type: none"> <li>1) The work must have lasted at least a year; and</li> <li>2) The work must have been completed in the last 7 years.</li> </ol>	<p>Evidence of Compliance shall include examples of projects completed by the TO Contractor in the past 7 years. Information provided shall include: Project name, client contact information, project value, project starting and ending dates in month/year format, key personnel or proposed staff that worked on the project and a detailed description of the work performed by the offeror on the project.</p>
2.13.1.3	<p>A) The TO Contractor shall have at least 5 (five) years of verifiable experience in maintaining Microsoft server/client hardware and software.</p> <ol style="list-style-type: none"> <li>1) The work must have lasted at least a year; and</li> <li>2) The work must have been completed in the last 7 years.</li> </ol>	<p>Evidence of Compliance shall include examples of projects completed by the TO Contractor in the past 7 years. Information provided shall include: Project name, client contact information, project value, project starting and ending dates in month/year format, key personnel or proposed staff that worked on the project and a detailed description of the work performed by the offeror on the project.</p>

C) Proposed Personnel and TORFP Staffing

Offerors may only furnish resumes and propose resources for a maximum of four (4) resources.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide three (3) references per proposed personnel containing the information listed in Attachment 5A.
- 3) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO
  - e) List any of the following certifications held by the four proposed resources:

(1) Schalage – Schlage Offline Electronic Access Control Solutions (SE210)

- (2) Firetide – FCMA (Firetide Certified Mesh Administrator)
  - (3) SONY-SSPR (SONY Security Preferred Reseller)
  - (4) SONY- SRX-R320 System Maintenance Course/ Certification
  - (5) Aralia- Ilex 2.2 User Manual / Aster User Certification 2.2
  - (6) CISCO- CCENT, CCNA, CCNA CCDA, CCNP, CCNP Voice & Sec
  - (7) Microsoft-Microsoft 2003/2008 Server Certification
  - (8) Fiber Installer Certification- BICSI, RCDD
- 4) Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
- Submit completed MBE documents A and B
- Submit completed VSBE documents Attachment 14 V-1 and V-1A
- E) Subcontractors
- Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 – Scope of Work.
- F) Overall Offeror team organizational chart
- Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 – Scope of Work. Include contact information for each client organization complete with the following:
    - a) Name of organization.
    - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
    - c) Services provided as they relate to Section 2 – Scope of Work.
    - d) Start and end dates for each example engagement or contract.
    - e) Current Master Contractor team personnel who participated on the engagement.
    - f) If the Master Contractor is no longer providing the services, explain why not.
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

    - a) Contract or task order name

- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### 3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet with all proposed labor categories including all rates fully loaded. Master Contractors shall list all resources by approved CATS+ labor categories in the price proposal.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

Master Contractors are advised that in order to charge hourly labor rates, all labor categories for which rates will be supplied must be listed in this price sheet, and mapped to CATS+ labor categories as listed in the Master Contract.

- D) Prices shall be valid for 120 days.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the MTA will consider all information submitted in accordance with Section 3.

### 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume and reference checks in terms of meeting the requirements of Section 2.13.2 and 2.14.
- D. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.13 and 2.14
- E. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### 4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C. MTA will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.
- D. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.



- E. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- F. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 – Notice to Proceed (sample).

**A Criminal Background Check Affidavit, Attachment 18, will be required within 45 days of award.**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	<b>Submit with TO Financial Proposal with password protection</b>
Attachment 2	Minority Business Enterprise Participation (Attachments A – E)	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 5	Labor Category Personnel Resume Summary	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 6	Pre-Proposal Conference Directions	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 7	Notice to Proceed (Sample)	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 8	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 9	Non-Disclosure Agreement (Offeror)	Applicable	<b>Submit with Proposal</b>
Attachment 10	Non-Disclosure Agreement (TO Contractor)	Applicable	<b>Do Not Submit with Proposal</b>
EXHIBIT A		Applicable	<b>Do Not Submit with Proposal</b>
Attachment 11	TO Contractor Self-Reporting Checklist	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 12	Living Wage Affidavit of Agreement	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 13	Mercury Affidavit	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 14	Veteran Owned Small Business Enterprise Utilization Affidavit	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 15	Certification Regarding Investments in Iran	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 16	Sample Work Order	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 17	Performance Evaluation Form	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 18	Criminal Background Check Affidavit	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 19	MTA Contractors badge Form	Applicable	<b>Do Not Submit with Proposal</b>
Attachment 20	CSX-Entry Agreement Form	Applicable	<b>Submit with Proposal</b>
Attachment 21	AMTRAK – Insurance Requirements	Applicable	<b>Submit with Proposal</b>
Attachment 22	AMTRAK-Permit to Enter Application	Applicable	<b>Submit with Proposal</b>
Attachment 23	AMTRAK – Indemnity Form	Applicable	<b>Submit with Proposal</b>
Attachment 24	OCIP Requirement	Applicable	<b>Submit with Proposal</b>

Attachment 25	MTA Contractor Safety and health Plan	Applicable	<b>Do Not</b> submit with Proposal
Attachment 26	Equipment and locations	Applicable	<b>Do Not</b> submit with Proposal

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

**ATTACHMENT 1 - PRICE PROPOSAL****PRICE PROPOSAL FOR CATS+ TORFP # J05B3400032**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

**BASE MAINTENANCE**

<b>Item</b>	<b>Description</b>	<b>Estimate of Quantity [A]</b>	<b>Unit</b>	<b>Unit Price [B]</b>	<b>TOTAL PRICE [C]=[A] X [B]</b>
<b>001</b>	Spare Parts Allowance	1		ALLOWANCE (\$250,000.00)	\$250,000.00
<b>002</b>	Staffing Utilization Plan	1	EA		\$
<b>003</b>	System Safety Program Plan	1	EA		\$
<b>004</b>	Baseline Schedule of Contract Hardware Preventative Maintenance and Testing	1	EA		\$
<b>005</b>	Contract Records Management Plan	1	EA		\$
<b>006</b>	Security Systems Hardware and Software Maintenance Year 1*	12	Month	\$	\$
<b>007</b>	Security Systems Hardware and Software Maintenance Year 2*	12	Month	\$	\$
<b>008</b>	Security Systems Hardware and Software Maintenance Year 3*	12	Month	\$	\$
<b>009</b>	Security Systems Hardware and Software Maintenance Year 4* (optional year 1)	12	Month	\$	\$
<b>010</b>	Security Systems Hardware and Software Maintenance Year 5*(optional year 2)	12	Month	\$	\$
<b>TOTAL PRICE ITEMS 001 – 010</b>					<b>\$</b>

\* A breakdown of pricing, detailing quantity of items from the equipment inventory that are included each month shall be provided as part of the monthly reports.

Time and Material Cost for additional work within the scope of the contract is based on 5,000 hours over the term of the contract. **The 5,000 hours is solely for evaluation purposes.** Actual Time and Material hours will be determined by actual Work Orders issued by MTA as described in Section 2.17 – Work Order Process. 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.

Note: Master Contractor shall propose labor categories that might possibly be required in the course of the various task orders issued in support of this contract. Although four resources are listed corresponding to the resources proposed in the TO Proposal, the Master Contractor may include additional CATS+ labor categories and spread the 5,000 hours over the term of the contract. Add more labor categories as necessary.

On-Call Services	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>Year 1</b>	\$		
<i>Resource #1 – Insert Labor Category</i>	\$		\$
<i>Resource #2 – Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Insert other labor categories as required</i>			
<b>Total Year 1</b>			<b>\$</b>
<b>Year 2</b>			
<i>Resource #1 – Insert Labor Category</i>	\$		\$
<i>Resource #2 – Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Insert other labor categories as required</i>			
<b>Total Year 2</b>			<b>\$</b>
<b>Year 3</b>			
<i>Resource #1 – Insert Labor Category</i>	\$		\$
<i>Resource #2 – Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$

<i>Insert other labor categories as required</i>			
<b>Total Year 3</b>			<b>\$</b>
<b>Year 4</b>			
<i>Resource #1 – Insert Labor Category</i>	\$		\$
<i>Resource #2 – Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Insert other labor categories as required</i>			
<b>Total Optional Year 1 (year 4)</b>			<b>\$</b>
<b>Year 5</b>			
<i>Resource #1 – Insert Labor Category</i>	\$		\$
<i>Resource #2 – Insert Labor Category</i>	\$		\$
<i>Resource #3 – Insert Labor Category</i>	\$		\$
<i>Resource #4 – Insert Labor Category</i>	\$		\$
<i>Insert other labor categories as required</i>			
<b>Total Optional Year 2 (year 5)</b>			<b>\$</b>
<b>Time and Material Subtotal for three (3) year base with two (2), one (1) year renewal option years</b>			<b>\$</b>
<b>TOTAL EVALUATED PRICE</b> (Overall contract price for both Security systems hardware and software Maintenance and time and materials for 5-year term)			<b>\$</b>

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Hourly rates:

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 Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc.

For the fixed price portion of this proposal, fully loaded rates shall include periodic overtime as described in the work requirements in Section 2 of this TORFP.

The total hours listed above are to be considered as estimated only and not to be construed as guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. The Labor Categories and Hourly Rates shall be used for Work Order Process. Price proposals shall not be altered in any way. All pricing shall be valid for 120 days.

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

**CATS+ TORFP #J05B340032**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6 (Subcontractor Paid/Unpaid MBE Invoice Report). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.



**MDOT MBE FORM A**  
**STATE-FUNDED CONTRACTS**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**PAGE 1 OF 2**

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

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

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

I have met the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %) and the following subgoals, if applicable:

percent ( \_\_\_\_\_ %) for African American-owned MBE firms  
 percent ( \_\_\_\_\_ %) for Hispanic American-owned MBE firms  
 percent ( \_\_\_\_\_ %) for Asian American-owned MBE firms  
 percent ( \_\_\_\_\_ %) for Women-owned MBE firms

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

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

**3. Information Provided to MBE firms**

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

**4. Products and Services Provided by MBE firms**

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

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

PAGE 1 OF 3

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

**PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://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](http://www.naics.com). Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and subgoals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any subgoals, the MBE prime must also list, in the Part 2 – MBE Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver. Note: A dually-certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE subgoals for which it can be counted.
6. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
7. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
  - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.

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

**PAGE 2 OF 3**

- B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
- C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
- D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
8. For each MBE firm that is not being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the amount of the subcontract for purposes of achieving the MBE participation goals, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%
9. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, MUST at least equal the MBE participation goal and subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

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

PAGE 3 OF 3

**GOAL/SUBGOAL PARTICIPATION WORKSHEET**

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any subgoals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Subgoal Worksheet to calculate the total MBE participation commitment for the overall goal and any subgoals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.
- 7.

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

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

PAGE \_\_\_ OF \_\_\_

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

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

Check here if Continuation Sheets are attached.

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

PAGE \_\_\_ OF \_\_\_

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 1 SOLICITATION NUMBER</b>

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

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

Check here if Continuation Sheets are attached.

MDOT MBE FORM B

STATE-FUNDED CONTRACTS

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

SECTION 2

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

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

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

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

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date



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

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

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

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

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

**4. Please Check One:**

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

**5. Please Check One:**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

# MDOT MBE FORM D

## STATE-FUNDED CONTRACTS MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

This form must be completed by  
MBE subcontractor

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

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	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:	
<b>Subcontractor Services Provided:</b>		
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>		<b>List dates and amounts of any unpaid invoices over 30 days old.</b>
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u> <u>Date</u>
1.		1.
2.		2.
3.		3.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid: \$</b> _____
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)
---	---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

## ATTACHMENT 2 - MDOT MBE/DBE FORM E

### GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

##### I. Definitions

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

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

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

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

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

##### II. Types of Actions MDOT will Consider

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

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

## 1. Identified Items of Work in Procurements

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

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

## 2. Identified Items of Work by Bidders/Offerors

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

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

**B. Identify MBE Firms or DBE Firms to Solicit**

## 1. DBE Firms Identified in Procurements

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

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

## 2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

**C. Solicit MBE/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.

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

**Part 2 – Certification Regarding Good Faith Efforts and Documentation**

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.<sup>1</sup> 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

<sup>1</sup> 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/offeree should solicit all of those MBE/DBE Firms or explain why a specific MBE/DBE was not solicited. If the bidder/offeree identifies additional MBE/DBE Firms who may be available to perform Identified Items of Work, those additional MBE/DBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE/DBE Firms must be attached to this form. If the bidder/offeree used a Non-MBE/DBE or is self-performing the identified items of work, Part 4 must be completed.

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

Please check if Additional Sheets are attached.

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

### Part 5 – Additional Information Regarding Rejected MBE/DBE Quotes

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

**ATTACHMENT 3 - TASK ORDER AGREEMENT**  
**ATTACHMENT 3 CATS+ TORFP# J05B3400032 –MTA SECURITY SYSTEMS HARDWARE**  
**AND SOFTWARE MAINTENANCE**  
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, MTA.

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 MTA, as identified in the CATS+ TORFP # J05B3400032.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # J05B3400032, dated **MONTH DAY, YEAR**, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated **MONTH DAY, YEAR**.
  - d) “TO Procurement Officer” means Mark Furman. 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 MTA and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal
    - d. Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is from Notice To Proceed until three (3) years from Notice To Proceed with two (2), One (1) year renewal options; not to exceed five (5) years from Notice To Proceed.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.



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

**TO Contractor Name**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, MARYLAND TRANSIT ADMINISTRATION

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

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

**ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY**

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
    - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
  - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific

minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.



**5B – PERSONNEL RESUME FORM**

CATS+ TORFP # J05B3400032

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:
Master Contractor: <insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:
Job Title (As listed in TORFP):

**Education / Training (start with most recent degree / certificate)**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

_____	_____
Signature	Date

**Proposed Individual:**

_____	_____
Signature	Date

*Instruction: Sign each form.*

## ATTACHMENT 6 - PRE-PROPOSAL CONFERENCE DIRECTIONS DIRECTIONS & PARKING

Maryland Department of Transportation Headquarters  
7201 Corporate Center Drive  
Hanover MD 21076  
410-865-1000  
Toll Free: 1-888-713-1414

### From the South

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

### From the North

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

### Marc Train Service

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

### Light Rail Service

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



**PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION**

MTA – SECURITY SYSTEMS HARDWARE AND SOFTWARE MAINTENANCE CONTRACT

CATS+ TORFP #J05B3400032

**TUESDAY, FEBRUARY 24, 2015, FROM 9:30 A.M. TO 11:00 A.M.**

**7201 CORPORATE CENTER DRIVE,**

**HANOVER, MD 21076**

**4th Floor Board Room**

- This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.
- You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.
- NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver’s license in order to gain access to the building.
- RSVP by: Friday February 20, 2015, 4:00 p.m. Local Time
- Pre-Registration must is required.
- Invitations are extended to your colleagues and business partners of you company (limit two (2) guests per company).
- Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.

-----  
**REGISTRATION FORM**

Please complete the information below for all persons who plan to attend and email it to [jpalechek@mdot.state.md.us](mailto:jpalechek@mdot.state.md.us)

<b>Name:</b>	
<b>Title:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone:</b>	

**NOTE:**

**DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON-STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER’S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.**

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Friday, February 20, 2015, 4:00 p.m. Local Time.** You may email your completed form to [jpalechek@mdot.state.md.us](mailto:jpalechek@mdot.state.md.us).

**ATTACHMENT 7 - NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #):J05B3400032

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of \_\_\_\_\_ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone \_\_\_\_\_.

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

Sincerely,

Randy Fertig

Task Order Manager

Enclosures (2)

cc: Joseph Palechek, Procurement Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: MTA

TORFP Title: MTA Security Systems Hardware and Software Maintenance Contract

TO Manager: Randy Fertig, 410-767-3342

To:

The following deliverable, as required by TO Project Number J05B3400032 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 9 - 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 # J05B3400032 for MTA Security Systems Hardware and Software Maintenance Contract. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**ATTACHMENT 10 - 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 MTA (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 MTA Security Systems Hardware and Software Maintenance Contract TORFP No. J05B3400032 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:

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

The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

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

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

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

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

**TO Contractor/TO Contractor’s Personnel:**

**MTA:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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

**ATTACHMENT 11 - TO CONTRACTOR SELF- REPORTING CHECKLIST**

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
(i) 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.)	
(ii) 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)	
(iii) 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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
(i) 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)	
(ii) 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)	
(iii) 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**

(i) Has there been any substitution of personnel?

Yes  No  (If no, skip to Section 4.)

(ii) Did the Master Contractor request each personnel substitution in writing?

Yes  No  (If no, explain why)

(iii) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes  No  (If no, explain why)

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)

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

Yes  No  (If no, explain why)

(ii) 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% ( $3,000 \div 10,000 = 0.30$ ))

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

Yes  No  (If no, explain why)

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**

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

Yes  No  (If no, explain why)

(ii) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-offYes  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)

(iii) Have any change orders been executed?

Yes  No

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

(iv) Is the change management procedure being followed?

Yes  No  (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 12 - LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
 Name of Contractor \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

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

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

**If the Contract is a Living Wage Contract**

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 13 - MERCURY AFFIDAVIT**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

**OR**

The product(s) offered do contain mercury.

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

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

(3) other states; and

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

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

\_\_\_\_\_ By: \_\_\_\_\_

Date

Signature

Print Name: \_\_\_\_\_

Authorized Representative and Affiant

## ATTACHMENT 14 - VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE) FOR STATE OF MARYLAND

These instructions provide guidance on the VSBE reporting requirements. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

- **SUMMARY OF REPORTS**V-1A Offeror Acknowledgement of Task Order VSBE Requirements (must be submitted with offer)
- V-1 (Parts 1 and 2) Veteran-Owned Small Business Enterprise Utilization Affidavit and VSBE Participation Schedule (Attachment V-1) (must be submitted with offer)
- V-2 VSBE Subcontractor Project Participation Statement (Attachment V-2) (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)
- V-3 VSBE Prime Contractor Unpaid Invoice Report (Submitted monthly)
- V-4 VSBE Subcontractor Unpaid Invoice Report (Submitted monthly)

### PURPOSE

The TO Contractor shall structure its procedures for the performance of the work required in this TO to attempt to achieve the VSBE subcontractor participation goal stated in this solicitation. VSBE performance must be in accordance with this TORFP, as authorized by COMAR 21.11.13. The TO Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in Section 1.13 and Attachment 14.

VSBEs must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

### Solicitation and TO Formation

Offeror shall include with its TO Proposal a completed VSBE Utilization Affidavit and Subcontractor Participation Schedule (Attachment 14 form V-1A and Attachment 14 form V-1 whereby:

1. Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
2. Offeror responds to the expected degree of VSBE participation as stated in the TORFP, by identifying the specific commitment of VSBEs at the time of TO Proposal submission. Offeror shall specify the percentage of TO value associated with each VSBE subcontractor identified on the VSBE Participation Schedule.

***If Offeror fails to submit Attachment 14-V-1A and Attachment 14-V-1 with the TO Proposal as required, the TO Procurement Officer may determine that the offer is non-responsive or that the TO Proposal is not reasonably susceptible to be selected for award.***

Within 10 Working Days from notification that it is the apparent awardee, the awardee shall provide the following documentation to the TO Procurement Officer.

1. VSBE Subcontractor Project Participation Statement (Attachment 14 form V-2);

2. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
3. Any other documentation required by the TO Procurement Officer to ascertain Offeror's responsibility in connection with the VSBE subcontractor participation goal.

***If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for TO award.***

### **TO Administration Requirements**

The TO Contractor, once awarded the TO shall:

1. Submit monthly to DOIT a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made (Attachment 14 form V-3).
2. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to DOIT a report that identifies the prime contract and lists all payments received from TO Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Attachment 14 form V-4).
3. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records shall indicate the identity of VSBE and non-VSBE subcontractors employed on the TO, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the TO Contractor and furnished to the TO Procurement Officer on request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. TO Contractor shall retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the TO.

At the option of DOIT, upon completion of the TO and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

## ATTACHMENT 14 - VETERAN SMALL BUSINESS ENTERPRISE REPORTING REQUIREMENTS

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the VSBE participation goal established for this TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's VSBE payment activity. Reporting forms V-3 (VSBE Prime Contractor Unpaid Invoice Report) and V-4 (VSBE Subcontractor Unpaid Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form V-3 for each VSBE 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 VSBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of Form V-4. 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 V- for the subcontractor the same as the Form V-3 to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any VSBE 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 V-4 report only. Therefore, if the subcontractor(s) do not submit their V-4 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 V-4. The TO Manager will contact the TO Contractor if reports are not received each month from either the TO Contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the TO, a new VSBE subcontractor is utilized.

ATTACHMENT 14 V-1A

ATTACHMENT 14 OFFEROR ACKNOWLEDGEMENT OF TASK ORDER VSBE REQUIREMENTS

This document shall be included with the submittal of the Offeror’s response to the TORFP when the VSBE goal is greater than 0%. If Offeror fails to complete and submit this form with its response to the TORFP, the TO Procurement Officer shall determine that the Offeror’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TO Number \_\_\_\_\_, I affirm the following:

- 1. If I am awarded a TO in response to this TORFP, I commit to making a good faith effort to achieve the VSBE goal established for this TORFP.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

Address

\_\_\_\_\_  
Date



**ATTACHMENT 14 V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE  
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE**

This form and Form V-1A **MUST BE** included with the bid or offer for any TORFP with a VSBE goal greater than 0%. If Offeror fails to complete and submit this form (Parts 1 and 2) with the offer, the procurement officer may determine that the offer is non-responsive or that the proposal is not reasonably susceptible of being selected for award.

**Part 1 - Affidavit**

In conjunction with the bid or proposal submitted in response to TO Number \_\_\_\_\_, I affirm the following:

1.  I acknowledge and intend to meet the overall verified VSBE participation goal of \_\_\_\_\_% \_\_\_\_\_. Therefore, I will not be seeking a waiver.

**OR**

I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.

(a) Subcontractor Project Participation Statement

(b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award.

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

4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

**ATTACHMENT 14 - V-1 VETERAN-OWNED SMALL BUSINESS ENTERPRISE  
UTILIZATION AFFIDAVIT AND VSBE PARTICIPATION SCHEDULE (CONT'D)**

Part 2 - VSBE Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List information for each verified VSBE subcontractor on this project

Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	
Name of Veteran-Owned Firm	DUNS Number
Percentage of Total Contract: %	
Description of work to be performed:	

Continue on a separate page, if needed

**Total VSBE Participation** \_\_\_\_\_%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/ Offeror Name  
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 14 V-2 VSBE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

Please complete and submit one form for each verified VSBE listed on Attachment V-2 within 10 working days of notification of apparent award.

\_\_\_\_\_ (prime contractor) has entered into a contract with  
 \_\_\_\_\_ (subcontractor) to provide services in connection with the solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount
Name of Veteran-Owned Firm	
Work to be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

**PRIME CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name, Title

Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 14 - V-3 VSBE PRIME CONTRACTOR UNPAID INVOICE REPORT**

In accordance with COMAR 21.11.13.09 and Section 1.13 of the TORFP, TO Contractors of Task Orders with VSBE requirements are required to monthly submit to the TO Manager a report of all unpaid invoices received from VSBE subcontractors that are older than 45 days. Submit one report for each VSBE subcontractor working on the Task Order.

Date: \_\_\_\_\_

Task Order Title: \_\_\_\_\_

Task Order Number: \_\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Invoice Number	Invoice Date	Invoice Amount	Reason for Non-Payment

Prime Contractor Signature \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 14 - V-4 VSBE SUBCONTRACTOR UNPAID INVOICE REPORT**

In accordance with COMAR 21.11.13.09 and Section 1.13 of the RFP, subcontractors of Task Orders with VSBE requirements are required to monthly submit to the TO Manager a report of all payments received from the prime contractor within 30 days as well as all outstanding invoices.

Date: \_\_\_\_\_

Task Order Title: \_\_\_\_\_ Task Order Number: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_ Prime Contractor Name: \_\_\_\_\_

**Payments:**

Invoice Number	Payment Date	Payment Amount	Comments

**Outstanding Invoices:**

Invoice Number	Invoice Date	Invoice Amount	Comments

Subcontractor Signature \_\_\_\_\_

Date \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT 15 - 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](http://www.bpw.state.md.us)*

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

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

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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

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

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

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed): \_\_\_\_\_

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 16 - SAMPLE WORK ORDER**

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

**ATTACHMENT 17 - PERFORMANCE EVALUATION FORM**

TORFP Title: MTA Security Systems Hardware and Software Maintenance Contract TORFP #J05B3400032

Name of Contractor being evaluated: <insert name>

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

Evaluation Month & Year:

Role (TORFP Section 2.11):

Labor Category:

TO Contractor Name:

TO Contractor Contact:

MSDE TO Manager:

TO Requesting Agency: MTA

**PROJECT PERSONNEL PERFORMANCE RATING\***

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

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

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

Employee performance overall is accepted.

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

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

OTHER COMMENTS:

Signature of Evaluator

Date

Signature of TO Contractor

Date



**ATTACHMENT 18 - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.11.5 – Premises and Operational Security of this TORFP.

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract, and Section 2.11.5 – Premises and Operational Security of this TORFP.

Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Due within 45 days of NTP**

**ATTACHMENT 19 – MTA – CONTRACTORS BADGE FORM**



**MARYLAND TRANSIT ADMINISTRATION  
CONTRACTOR ID BADGE REQUEST  
PLEASE TYPE OR PRINT THE BELOW INFORMATION**

Name:  First  Middle  Last

Home Address: (Please include ZIP Code)

Date of Birth:  LAST FOUR DIGITS OF SOCIAL SECURITY #

Position:

Department:  Contractor:

**MTA Department Approval**

\_\_\_\_\_  
MTA Manager Name Title Signature

Does this position require riding privileges:  yes  no

Please specify need for riding privileges:

Expiration Date:

**DHR USE ONLY**

Contractors now have to take this form to:  
MTA Mobility  
4201 Patterson Avenue 2nd Floor  
410.764.8181 if you have questions

**Hours of Operation:**  
7:30am-9:00am Monday -Thursday  
8:00am -4:30pm Friday

\_\_\_\_\_  
HRD AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE