



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

MAINFRAME Support for Real ID Requirements

CATS TORFP PROJECT NUMBER J00P8200081

**Maryland Department of Transportation
Motor Vehicle Administration
Office of Information Resources**

ISSUE DATE: September 12, 2008

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. **Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029. Although information from the Master Contractors must be sent to concurrent individuals as stated in this Key Information Summary Sheet, all correspondence from MDOT to the TO Contractors shall be sent only by the MDOT Contracts Manager or designee. Also, all original proposals submitted by the TO Contractors shall be emailed to the MDOT IT Contracts Administrator and copies emailed to all other individuals listed in the Key Information Summary Sheet.**

| | |
|---|---|
| TORFP NAME: | MAINFRAME Support for Real ID Requirements |
| FUNCTIONAL AREA: | FA5 Software Engineering |
| TORFP ISSUE DATE: | September 12, 2008 |
| Closing Date and Time: | October 15, 2008 at 12:00 PM |
| TORFP Issuing Office: | Maryland Department of Transportation Motor Vehicle Administration Office of Information Resources |
| Questions and Proposals are to be sent to: Questions shall be submitted no later than October 3, 2008. | contractmanagement@mdot.state.md.us |
| TO Procurement Officer | Carl Stein Office Phone (410) 865 – 1315 Email Address: cstein@mdot.state.md.us |
| TO Manager: | Trudy Siemer Office Phone: (410) 787 - 7777 FAX: 410-787-7837 tsiemer@mdot.state.md.us |
| Project Number: | J00P8200081 |
| TO Type: | Time and Materials |
| Period of Performance: | NTP through 12/31/2010 |
| MBE Goal: | 20% - If three (3) or more resources are awarded to a contractor the MBE goal shall apply |
| Primary Place of Performance: | 6601 Ritchie Highway N E Glen Burnie, Maryland 21062 |
| State Furnish Work Site and/or Access to Equipment, Facilities or Personnel: | Yes |
| TO Pre-Proposal Conference: | MDOT Headquarters September 22, 2008 at 1:00 PM Harry Hughes Conference Room, Suite 3 |

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.14 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the MDOT e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J00P8200081. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #J00P8200081 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #J00P8200081 Financial".

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A TO Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal. If three (3) or more resources are awarded to a contractor the MBE goal shall apply.**

1.5 CONFLICT OF INTEREST

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

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

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at Office of Information Resources (OIR), One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 9.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND AND OBJECTIVES

2.1.1 PURPOSE

The Motor Vehicle Administration (MVA), Office of Information Resources (OIR) is issuing this CATS TORFP to obtain APS CASE-Generated COBOL support for the numerous MVA Systems that may be impacted when the Real ID requirements, as developed by the Department of Homeland Security (DHS), are implemented. MVA reserves the right to make up to 5 awards.

2.1.2 MOTOR VEHICLE ADMINISTRATION, OFFICE OF INFORMATION RESOURCES INFORMATION

Business Systems Management (BSM) is a team within the OIR providing development, support and maintenance for the information systems of the Motor Vehicle Administration.

Additional support services are required for the MVA applications systems that are impacted by changes necessary to be Real ID compliant. Real ID requires the MVA to allow up to 125 characters for the name, which can then be condensed to 39 characters for printing purposes, etc. The MVA must also be able to support a mailing address as well as a residence address. These changes will impact almost every system and a large percentage of programs.

Master contractors may contact the Agency Project/Contract Manager to arrange a date/time to review the existing system documentation and source code.

Our mission, vision, and values are stated below.

OIR Mission Statement: The mission of the OIR is to provide high quality service and products that support our customers in reaching their goals through the combination of skilled personnel, technological excellence, customer knowledge and teamwork.

OIR Vision Statement: The vision of the OIR is to be recognized by our peers and the citizens of Maryland as the most effective, efficient, and innovative information resource provider in the state.

OIR Values Statement: The core value of the OIR is to continuously strive to provide the very best service to our customers, while offering the best technical solutions, by utilizing individual empowerment, team effort, and open, effective communication and trust.

(In addition), Encourage employees to maintain a positive outlook and attitude by maintaining a work environment that fosters participation, rewards innovation and encourages self-development opportunities for the purpose of both individual and organizational growth.

2.1.3 BACKGROUND

The application systems impacted by the changes are DB2 database applications that run on the IBM Z/OS 2086-A04 mainframe located at the OIR in Glen Burnie, MD.

Software development and maintenance is completed using Micro Focus Application Master Builder and On-Line Express (COBOL Code generator) on PC workstations that are part of the MDOT network. Software testing and implementation are done on the IBM mainframe. Mainframe COBOL source code and JCL are secured using CA Endeavor, a software configuration management product. APS generated code is secured at the server level using Serena Changeman, another software configuration management tool.

2.1.4 OBJECTIVES

The objective of this CATS TORFP is to initially obtain five (5) resources with the ability to increase to a maximum total of fifteen (15) as the need may arise to provide Application Software support for changes required by Real ID. **The Master Contractors shall submit a resume for five (5) resources with their initial technical proposal submission. The resumes for additional resources shall be submitted by the Master Contractors on an as needed basis and as required by MDOT/MVA through the change order process.**

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

TO Contractor personnel shall be responsible for the following:

- A) Supporting the various MVA applications systems, impacted by the requirements of Real ID. A sampling of systems impacted is vehicle titling, vehicle registrations, driver license renewal; address change, driver record systems, just about any system or program that uses name and/or address will be impacted.
- B) Performing software development or modifications, testing, and implementation as needed. It is estimated that about 400 programs will need to be changed in addition to about 20 tables, multiple file layout, report layouts, and interfaces with vendors and government agencies
- C) Preparing documentation to describe new or changed processes as required.
- D) Troubleshooting problems encountered by clients using the application software and reported through the Help Desk.
- E) Providing ad hoc assistance to the clients for problems encountered with new or changed software.
- F) Support the current MVA System Architecture. The MVA System Architecture consists of APS Macros, APS Stubs and APS data structures, copylibs and called programs written using MicroFocus AppMaster Builder 5.0.

2.3 PROJECT MANAGEMENT

Debra Delfosse, manager of Driver Systems, within OIR/ BSM will assign and track tasks according to the personnel being provided and monitor the work being performed. Through the monthly accounting of hours deliverable they will be able to reconcile the work to the hours using Microsoft Project.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Exhibit B. Exhibit B is not labeled "Exhibit B"

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C, prior to requesting that the TO Contractor provide a replacement employee.

2.6 WORK HOURS

The TO Contractor's assigned personnel working at the State facility shall work during normal business workdays between the hours of 8:00 a.m. and 5:00 p.m., local time, Monday through Friday except for State holidays.

There may be some instances that the TO Contractor personnel shall need to work beyond these hours or on the weekends.

2.7 DELIVERABLES

A) see 2.10.

B) Monthly Status Report

At the conclusion of each work month, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified.
- Emergency work efforts and issues identified.
- Proposed activities for the upcoming work month.

C) Monthly Accounting of work

At the conclusion of each work month, the contractor personnel shall submit an accounting of hours worked on tasks.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture

- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.
 - The Transportation Enterprise Data Network standards and MDOT Configuration Control Board procedures.
 - The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALS & CERTIFICATIONS

Proposed personnel shall have at least 5 years of experience in supporting MicroFocus AppMaster Builder 5.0 COBOL Code for an IBM Mainframe. In addition, proposed personnel shall document:

- A) Current practical experience maintaining IBM mainframe applications, using MicroFocus Apps Master Builder and On-Line Express Version 5.0 for COBOL code generation and CA Endeavor (mainframe version) and Serena Changeman for software configuration management.
- B) Knowledge base to include Enterprise COBOL – 3.2.0, COBOL II – 1.4.0, JCL – z/OS, JES2 1.4, TSO/E – z/OS 1.4, ISPF – 5.2, CICS/TS – 2.2 QMF –7.1, DB2 – 7.1 and SQLDDL
- C) Proficiency in analysis of business problems;
- D) Ability to technically document work requirements and test plans;
- E) Good communication skills.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that OIR is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the monthly status reports (Deliverable 2.7B) and monthly accounting of work (Deliverable 2.7C). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 7, is not submitted.

On-call hours would be billed based on actual time worked at the same rates proposed.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify Maryland Department of Transportation, Motor Vehicle Administration, Office of Information Resources as the TO Requesting Agency, deliverable description, associated TO agreement number, PO number, date of invoice, period of performance covered by the invoice and TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to MVA/OIR at the following address:
 - One Orchard Road
 - Glen Burnie, Maryland 21060
 - Attention: Trudy Siemer
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days after the TO Agreement termination date.

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer. Change Orders will be issued if and when additional personnel (up to a total of 15) are needed.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

- A) Proposed Services
 - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
 - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
 - 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
 - 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- C) Subcontractors
 - 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

- D) Master Contractor and Subcontractor Experience and Capabilities
 - 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization
 - b) Name, title, and telephone number of point-of-contact for the reference
 - c) Type and duration of contract(s) supporting the reference
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract,
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,
 - g) The State employee contact person (name, title, telephone number and e-mail address).

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

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) Description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

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

- Technical experience of proposed personnel.
- Length of time proposed personnel has performed the functions using the tools described in the scope of work.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- A) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C) The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP #J00P8200081
LABOR CATEGORIES

| Labor Categories | A | B | C |
|---|-------------------|----------------------------|---------------------------------|
| | Hourly Labor Rate | Total Class Hours Annually | Total Proposed CATS TORFP Price |
| (Insert Proposed Labor Categories for this TORFP) | | | |
| Year 1 | | | |
| Resource 1 | \$ | 2080 | \$ |
| Resource 2 | \$ | 2080 | \$ |
| Resource 3 | \$ | 2080 | \$ |
| Resource 4 | \$ | 2080 | \$ |
| Resource 5 | \$ | 2080 | \$ |
| | | | |
| Year 2 | | | |
| Resource 1 | \$ | 2080 | \$ |
| Resource 2 | \$ | 2080 | \$ |
| Resource 3 | \$ | 2080 | \$ |
| Resource 4 | \$ | 2080 | \$ |
| Resource 5 | \$ | 2080 | \$ |
| | | | |
| Year 3 | | | |
| Resource 1 | \$ | 1000 | \$ |
| Resource 2 | \$ | 1000 | \$ |
| Resource 3 | \$ | 1000 | \$ |
| Resource 4 | \$ | 1000 | \$ |
| Resource 5 | \$ | 1000 | \$ |
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ATTACHMENT 2 – MBE FORMS

ATTACHMENT 2 - FORM D-1 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

In conjunction with the bid or offer submitted in response to CATS TORFP No. J00P8200081, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 20 percent. I commit to make a good faith effort to achieve this goal.

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

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

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.

Master Contractor Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 - FORM D-2
MBE OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the TO Proposal submitted in response to CATS TORFP No. J00P8200081, I state the following:

1. Master Contractor identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Master Contractor made the following attempts to contact personally the solicited MBEs:
4. Master Contractor assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
5. This project does not involve bonding requirements.
6. Master Contractor did/did not attend the pre-bid conference
 No pre-bid conference was held.

| | |
|------------------------|----------------------|
| | By: |
| Master Contractor Name | Authorized Signature |
| Address | Name, Title |
| Date | |

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 2 - FORM D-3 MBE PARTICIPATION SCHEDULE

| | |
|--|------------------------------|
| Master Contractor (Firm Name, Address, Phone) | Project Description |
| Project Number: J00P8200081 | Total Contract Amount \$ |
| List Information For Each Certified MBE Subcontractor On This Project | |
| A. Minority Firm Name, Address, Phone MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |
| B. Minority Firm Name, Address, Phone MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |
| C. Minority Firm Name, Address, Phone MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |
| D. Minority Firm Name, Address, Phone MBE Classification: _____ | |
| MBE Certification Number | |
| Work To Be Performed | |
| Project Commitment Date | Project Completion Date |
| Agreed Dollar Amount | Percentage Of Total Contract |

MBE Firms Total Dollar Amount Overall \$ _____
 MBE Firms Total Percentage Overall _____%
 African American MBE Dollar Amount \$ _____
 African American MBE Percentage _____%
 Women MBE Dollar Amount \$ _____
 Women MBE Percentage _____%

List Additional MBE Subcontractors or Provide Any Additional Comments on Separate Paper.
 Document Prepared By: (Please print or type)

Name: _____ Title: _____

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD

ATTACHMENT 2- FORM D-4
SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the State contract in
Master Contractor Name

conjunction with CATS TORFP No. J00P8200081, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor shall:
(describe work)

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

Master Contractor Signature

Subcontractor Signature

By: _____
Name, Title

By: _____
Name, Title

Date

Date

SUBMIT WITHIN 10 DAYS OF NOTIFICATION OF AWARD

ATTACHMENT 2 - FORMS D-5 AND D-6

MASTER CONTRACTOR REPORTING REQUIREMENTS

CATS TORFP# J00P8200081

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

- 1. As the Master Contractor, you have entered into a contractual 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 this contract. Part of that effort, as outlined in the RFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (Master Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.**
2. The Master Contractor must complete a separate form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due not later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due not later than the 15th of February. With the approval of the contract 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 Master Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy and/or hard copy) of form D-6. The Master 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 Contract Manager for the benefit of the Master Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. **It is the responsibility of the Master Contractor to make sure that all subcontractors submit reports not later than the 15th of each month regardless of whether there was any MBE payment activity for the reporting month.** Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the Master Contractor cannot and will not be given credit for subcontractor payments, regardless of the Master Contractor's proper submission of the form D-5. The contract manager will contact the Master Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The Master Contractor must promptly notify the contract manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE reporting requirements and/or failure to make a good faith effort to meet the MBE goal(s) will cause the Master Contractor to have an unfavorable standing with the Department for future contracting opportunities.

SUBMIT AS SPECIFIED IN TORFP

ATTACHMENT 2 - FORM D-5

MINORITY BUSINESS ENTERPRISE PARTICIPATION

MASTER CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

| | |
|---|---|
| Report #: <u> 1 </u> Reporting Period (Month/Year): <u> </u> / <u> </u> <p style="text-align: center;">Report Due By the 15th of the following Month.</p> | CATS TORFP # J00P8200081 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ |
|---|---|

| | | | |
|---|------|---|------|
| Master Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: | | |
| Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | | |
| Subcontractor Services Provided: | | | |
| List all payments made to MBE subcontractor named above during this reporting period. 1. 2. 3. 4. Total Dollars Paid: \$ _____ | | List dates/amounts of any unpaid invoices received from subcontractor during this reporting period. 1. 2. 3. 4. Total Dollars Unpaid: \$ _____ | |

**If more than one MBE subcontractor is used for this contract please use separate forms.

Return one (1) copy of this form to each of the following addresses:

| | |
|---|---|
| Trudy Seimer, Business System Manager Motor Vehicle Administration 6601 Ritchie Hwy. N.E. OIR 3 rd Floor Glen Burnie, MD 21062 tseimer@mdot.state.md.us | Marlo Johnson, MBE Compliance Manager Motor Vehicle Administration 6601 Ritchie Hwy. N.E. OIR 4th Floor Glen Burnie, MD 21062 mjohnson@mdot.state.md.us |
|---|---|

Signature: _____ Date: _____

THIS FORM IS TO BE COMPLETED MONTHLY BY THE MBE CONTRACTOR.

ATTACHMENT 2 - FORM D-6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

| | |
|---|---|
| Report # _____ 1 _____ Month/Year _____ <p style="text-align: center;">Report Due By the 15th of the following Month.</p> | CATS TORFP # J00P8200081 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt. _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____ |
|---|---|

| | | |
|---|---|-----------------|
| MBE Subcontractor Name: | | |
| MDOT Certification # | | |
| Contact Person | | |
| Address: | | |
| City | State: | ZIP: |
| Phone: | FAX: | |
| Subcontractor Services Provided: | | |
| List all payments received from Master Contractor in the preceding 30 days. 1. 2. 3. Total Dollars Paid: \$ _____ | List dates and amounts of any outstanding invoices. 1. 2. 3. Total Dollars Unpaid: \$ _____ | |
| Master Contractor Name: | | Contact Person: |

Return one (1) copy of this form to each of the following addresses:

| | |
|---|---|
| Trudy Seimer, Business System Manager Motor Vehicle Administration 6601 Ritchie Hwy. N.E. OIR 3 rd Floor Glen Burnie, MD 21062 tseimer@mdot.state.md.us | Marlo Johnson, MBE Compliance Manager Motor Vehicle Administration 6601 Ritchie Hwy. N.E. OIR 4th Floor Glen Burnie, MD 21062 mjohnson@mdot.state.md.us |
|---|---|

Signature: _____ Date: _____

THIS FORM IS TO BE COMPLETED MONTHLY BY THE MBE CONTRACTOR

ATTACHMENT 3 - Task Order Agreement

CATS TORFP #J00P8200081
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day day of Month, 200X by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Transportation, Motor Vehicle Administration, Office of Information Resources.

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 Office of Information Resources, as identified in the CATS TORFP # J00P8200081.
 - b. “CATS TORFP” means the Task Order Request for Proposals # J00P8200081, dated August 8, 2006, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means Alberta Galek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Office of Transportation Technology Services and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (need MDOT address) and whose principal office in Maryland is (need MVA address)
 - g. “TO Manager” means Trudy Siemer of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - 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 supercede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a) The TO Agreement,
- b) Exhibit A – CATS TORFP
- c) Exhibit B – TO Proposal-Technical
- d) Exhibit C – TO Proposal-Financial

2.3 The TO 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 will commence on the date of Notice to Proceed and terminate on December 31, 2010.

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 \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to Trudy Siemer, Office of Information Resources – One Orchard Road, Glen Burnie, Maryland 21060.
- 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 DEPARTMENT OF TRANSPORTATION, MOTOR
VEHICLE ADMINISTRATION

By: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

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

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

| Proposed Individual's Name/Company: | How does the proposed individual meet each requirement? |
|--|--|
| LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME) | |
| Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.) | |
| Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.) | |
| Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.) | |

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference
Driving directions for MDOT Headquarters

7201 Corporate Center Dr.

Hanover, Md. 21076

Baltimore:

From 695; Take Baltimore –Washington Parkway (295) south to I-195 towards the BWI airport. Take I-195 to Md. Rte 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Washington:

From Baltimore-Washington Parkway (295); Take Baltimore-Washington Parkway North to I-195 and exit towards the BWI Airport (East). Take I-195 towards the BWI Airport to Md. Rte.170. Take Md. Rte. 170 south towards Dorsey. Go to the fifth traffic light and turn left on Stoney Run rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

Annapolis:

From I-97; Take I-97 North to Rte.100 towards Columbia (west). Take Rte. 100 to Rte 170 north towards BWI Airport. Take Rte. 170 to the third traffic light and turn right on Stoney Run Rd. Take Stoney Run rd. through traffic light to stop sign. Turn left on Old Stoney Run Rd. Take Old Stoney Run Rd. to stop sign at Ridge Rd. and turn right. Take Ridge Rd. to the traffic circle and turn right on Corporate Center Dr. Take Corporate Center Dr. to 7201 on left side of road. Parking is on right side of road.

ATTACHMENT 7 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Motor Vehicle Administration
TORFP Title: MAINFRAME Support for Real-ID Requirements
TO Manager: Trudy Siemer – (410) 787-7777

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement # J00P8200081, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # J00P8200081 for Mainframe Support for Real-ID Requirements. 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 in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through Motor Vehicle Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Mainframe Support for Real-ID Requirements, TORFP No. J00P8200081 dated September 12, 2008, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; 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 TO Agreement between the TO Contractor and the State.

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

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Motor Vehicle Administration:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A

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

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

Signature

Date

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

EXHIBIT B
PERFORMANCE EVALUATION

DATE:

CATS TORFP PROJECT NUMBER (J00P8200081)

EVALUATION PERIOD: XX/XX/XXXX – XX/XX/XXXX

TO MANAGER: _____

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

Rating

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

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

EXHIBIT C
MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. Chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
 - The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

Note

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

Sample Mitigation Letter

Date:

CATS TORFP PROJECT NUMBER J00P8200081

To: TO Contractor

From: TO Manager

SUBJECT Initiation of Mitigation
Or
Request for Replacement Resource

The purpose of this letter is to inform you that MDOT / MVA has:

___ initiated the mitigation process for a contractor resource

___ is requesting a replacement resource due to a Violent or Criminal act.

Description of problem

Customer will provide a description of the problem.

Mitigation steps where applicable

Customer and contractor personnel / contractor will outline the steps to be taken to resolve the problem.

If the problem is of a Violent or Criminal nature, the customer shall indicate that no mitigation will be applied. The contractor shall provide another resource at this time.

Customer Resolution Date:

Customer will assign a date when the problem is to be resolved. If the problem is not resolved by this date the customer make elect to extend the mitigation period or request a new resource from the contractor.