



**CONSULTING AND TECHNICAL SERVICES (CATS)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**Email, PDA and network Fax (EPF)  
Managed Services**

**CATS TORFP PROJECT NUMBER J01P8200157**

**Maryland Department of Transportation  
Office of Transportation Technology Services**

**ISSUE DATE: June 3, 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.

**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.**

<b>TORFP Name:</b>	Email, PDA and network Fax Managed Services
<b>Functional Area:</b>	FA 5 - Application Service Provider
<b>TORFP Issue Date:</b>	June 3, 2008
<b>Closing Date and Time:</b>	July 16, 2008 at 12:00 pm
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation Office of Transportation Technology Services
<b>Questions and Proposals are to be sent to:</b> <b>Questions shall be submitted no later than 10 working days prior to proposal due date.</b>	<a href="mailto:contractmanagement@mdot.state.md.us">contractmanagement@mdot.state.md.us</a>
<b>TO Procurement Officer:</b>	Mr. Carl Stein (410) 865 – 1315 <a href="mailto:cstein@mdot.state.md.us">cstein@mdot.state.md.us</a>
<b>TO Manager:</b>	Mr. Mark Habighurst (410) 684 - 7096 <a href="mailto:mhabighurst@mdot.state.md.us">mhabighurst@mdot.state.md.us</a>
<b>Project Number:</b>	J01P8200157
<b>TO Type:</b>	Fixed-price and time and material (T and M)
<b>Period of Performance:</b>	Notice to proceed through December 31, 2010
<b>MBE Goal:</b>	30%

<b>SBR</b>	No
<b>Primary Place of Performance:</b>	MDOT Data Center – Glen Burnie, Maryland MDOT HQ - Hanover Maryland Each TBU location
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	TO Contractor staff working at any MDOT facility is required to provide their own laptop computer that is up to date with patches, malware and antivirus protection. Please see 2.2.7.4.
<b>Pre-proposal Conference</b>	<b>June 13, 2008 at 1:00 PM local time.</b> Maryland Department of Transportation Harry Hughes Conference Room 7201 Corporate Center Drive Hanover, MD 21076 *For directions, call Carl Stein

# 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 2.12 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 2), and Conflict of Interest and Disclosure Affidavit (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 MDOT's 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 J01P8200157. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP J01P8200157Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP J01P8200157 Financial". The proposal documents that must be submitted with a signature, Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

## 1.4. MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 10 - 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.**

## 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 3 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 OTTS 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 6. 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 7.

#### **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.

## **2. SECTION 2 – SCOPE OF WORK**

### **2.1. BACKGROUND INFORMATION**

The Maryland Department of Transportation (MDOT) seeks consolidated managed services for its Email services, PDA services and centralized network Fax Services. MDOT's enterprise wide network is managed through a coordinated approach by MDOT and a contractor, for all Transportation Business Unit (TBU) administrations including the Maryland Aviation Administration (MAA), Maryland Transportation Authority (MdTA), Maryland Port Administration (MPA), Maryland Transit Administration (MTA), Maryland Motor Vehicle Administration (MVA), State Highway Administration (SHA), and The Secretary's Office (TSO).

MDOT personnel will maintain responsibility for the desktop support of Outlook and the desktop support of the network Fax services.

MDOT's email services solution is currently Microsoft's Exchange 2003 / Outlook 2003. Presently, there are approximately 10,191 MDOT Outlook email accounts. Presently, the average requests for Outlook mail box restorations due to corrupt data or mailbox is less than one per month, and the requests for E-Discovery restoration requests average three per month.

MDOT's PDA solution is currently Blackberry and services are integrated with the MDOT MS Exchange / Outlook infrastructure. Presently, there are approximately 415 PDAs that fall within the scope of this TO.

MDOT's network Fax solution is Castelle's Fax Press and integrated with the MS Exchange / Outlook infrastructure and multifunction devices.

The TO Contractor shall be responsible for the email, PDA and network Fax:

- Hardware (HW), Software (SW) and Operating System (OS) for the EPF systems;
- Applications and their respective integrations;
- Application, security, patching and updates;
- Authentication (Active Directory)
- Email Outlook Web Access (OWA);
- Capacity and Availability Management Services (SW configuration break/fix and proactive engineering)
- Email encryption;
- Malware and virus protection as related to email, PDA's and network Fax services;
- Mailbox restorations;
- Mailbox archive management;
- EPF applications and data backup, restoration and disaster recovery services.

The central email, PDA and network Fax infrastructure is located, and will continue to be maintained, at MDOT's Glen Burnie Data Center and MDOT HQ Data Center facilities. The service users are MDOT employees and approved contractors located at the various MDOT TBU's throughout the state.

The Email, PDA and Fax (EPF) TO Contractor will coordinate in conjunction with MDOT, MDOT's Network Managed Services (NMS) provider and other MDOT contractors to ensure a reliable, available and secure EPF solution that meets the requirements outlined in this TORFP.

MDOT and its NMS Contractor will provide the core network services to support the internetworking connectivity for the EPF infrastructure, services and its client connectivity. This includes services for the EPF hardware up to and including the operating system.



## 2.2. PARTIES INVOLVED

The parties and stakeholders of MDOT EPF services and related SLAs can be grouped in three top-level categories: EPF service users, EPF TO Contractor and EPF external parties.

### 2.2.1. EPF Service Users

A service user is defined as any end user who is a recipient of the service being measured. End user expectations should be managed through effective communication of SLAs. End users are expected to utilize the email service in accordance with all published policies and guidelines for acceptable use. End users who violate acceptable use policies should not have an expectation that the service will perform as originally designed. EPF service users include MDOT employees and its designated agents and contractors for all MDOT agencies

### 2.2.2. EPF TO Contractor

EPF TO Contractor is defined as the contractually bound provider of the service that is being measured. SLAs shall be contractually binding. The TO Contractor is clearly responsible for EPF services and support. The TO Contractor shall focus on developing key performance metrics that are measurable, repeatable and work on building a positive working relationship that can resolve other issues.

### 2.2.3. External Parties

Level of EPF service may also be impacted by parties that are external to the EPF users' and EPF providers' organizations. The EPF TO Contractor is constrained by underpinning contracts for the following additional services that provide components of the email service. External email parties include:

External Party	Supporting Component
network.Maryland	Internet Service
MDOT and NMS Contractor	Enterprise Network Support
MDOT OTTS Data Center	Facility, Environmental & Power
Microsoft Hosted Exchange Services	Spam & Virus Filtering
Hewlett Packard	Hardware Maintenance
Microsoft	Email - Microsoft Premier Support
Blackberry	PDA Service & Software Support
Castelle Fax Press	network Fax Software Support

#### 2.2.4. Service Responsibilities of Parties

The EPF TO Contractor shall meet or exceed the requirements and SLAs of this TO, which are based on key MDOT business drivers. The SLAs represent metrics of performance, based on the responsibility and authority of the service components. The responsibilities of the parties involved in this TO are presented in the following sample table.

**EPF Responsibility of Parties Table (including but not limited to):**

<b>Party</b>	<b>Role</b>	<b>Responsibility</b>
EPF Team	EPF TO Contractor	<ul style="list-style-type: none"><li>• Provide 99.9% Availability of EPF servers and services</li><li>• Resolve all issues and request in compliance with SLAs</li><li>• Provide 24x7 Fault and Performance Monitoring of Components</li><li>• Provide Alert Notification to Faults</li><li>• Dispatch Engineers for Fault Resolution</li><li>• Coordinate External Parties Support Staff</li><li>• Provide Backup and Restore Services</li><li>• Provide electronic discovery services as needed</li><li>• Provide EPF specific monitoring tools</li><li>• Provide resources with laptops and software to effectively and efficiently meet or exceed the TO requirements and SLAs</li></ul>
MDOT OTTS	EPF Service User	<ul style="list-style-type: none"><li>• Provide Network Operations Center and some NOC systems to monitor EPF systems</li><li>• Provide Office Space for EPF TO Contractor</li></ul>
network.Maryland	External Party	<ul style="list-style-type: none"><li>• Provide Internet Service and Notification of Outages</li></ul>
MDOT OTTS Data Center	External Party	<ul style="list-style-type: none"><li>• Provide Facility, Environmental, &amp; Power</li><li>• Provide Advance Notification of Service Affecting Activities</li></ul>
Microsoft Hosted Exchange Services	External Party	<ul style="list-style-type: none"><li>• Provide 99.5% filtered Spam and 99.99% filtered antivirus</li><li>• Provide notification of service delays</li></ul>
Hardware Vendors	External Party	<ul style="list-style-type: none"><li>• Provide Alert Notification on SAN hardware</li><li>• Provide Remote Support within 2 Hours</li><li>• Provide On Site with Parts within 4 Hours</li></ul>
Microsoft	External Party	<ul style="list-style-type: none"><li>• 24x7 Critical Phone Support</li><li>• On Site Support</li></ul>
MDOT	EPF Service Users	<ul style="list-style-type: none"><li>• Use the EPF systems and services in compliance with acceptable use policies and procedures.</li></ul>
NMS Contractor	External Party	<ul style="list-style-type: none"><li>• Provide Capacity and availability management of Network services and hardware services for the EPF infrastructure, up to and including the server operating system</li></ul>

### 2.3. EPF OBJECTIVES OVERVIEW

The objective of this TORFP is to select a TO Contractor to provide Email, PDA and network Fax services to MDOT by utilizing the MDOT infrastructure and providing Capacity Management and Availability Management Services. A sample summary of the services includes, but not limited to:

Services Catalog:

Email	PDA	network Fax
<ul style="list-style-type: none"> <li>• Management and administration of the MDOT Enterprise Email service</li> <li>• Email remote access</li> <li>• Freedom of Information mailbox restorations</li> <li>• Data loss restorations</li> <li>• LDAP authentication other MDOT applications</li> </ul>	<ul style="list-style-type: none"> <li>• Management, administration and updates of the MDOT Enterprise PDA server</li> <li>• PDA server integration with the email service</li> <li>• PDA server service provider contract support (i.e. BES)</li> </ul>	<ul style="list-style-type: none"> <li>• Management and administration of the MDOT Enterprise network Fax server</li> </ul>
<b>Cross Functional Services</b>		
<ul style="list-style-type: none"> <li>• Backup and restoration of the Enterprise Email, PDA and network Fax Servers</li> <li>• Disaster Recovery Services</li> <li>• Capacity Management and Availability Management</li> <li>• Patch Remediation <ul style="list-style-type: none"> <li>○ Security of Applications</li> </ul> </li> <li>• Configuration Management</li> </ul>		
<b>Contract Program Management Services</b>		
<ul style="list-style-type: none"> <li>• Manage Contract objectives and SLAs</li> <li>• Schedule Capacity Management resources</li> <li>• Produce and deliver status reports</li> <li>• Produce and deliver invoices</li> <li>• Participation in strategic planning</li> <li>• Participation in project planning &amp; deliver documentation</li> <li>• Disaster Recovery planning and execution</li> <li>• Knowledge transfer to MDOT personnel</li> <li>• Participation in Systems Integration activities</li> </ul>		

## 2.4. TECHNICAL REQUIREMENTS

- 2.4.1. The TO Contractor shall provide Enterprise Email, PDA and Network Fax (EPF) Services that are defined as the overall, administration, management, backup and proactive engineering services for EPF.
- 2.4.2. The TO Contractor shall develop a consistent approach to managing multiple MDOT EBF domains and decentralized TBU EBF administration.
- 2.4.3. Capacity Management Services - Capacity Management Services shall be defined as IT planning for both current and future EPF Application needs of MDOT including participation in strategic planning activities.
  - Reactive Capacity Services include
    - Monitoring and measuring;
    - Responding and reacting to capacity related events.
  - Proactive Capacity Services include
    - Predicting future requirements and trends (i.e. potentially server virtualization);
    - Planning and implementing upgrades;
    - Optimizing application & service performance;
- 2.4.4. Availability Management - Availability Management shall be defined as the TO Contractor ensuring that service availability meets all requirements and SLAs.
- 2.4.5. Problem Management – The TO Contractor shall review incidents to identify trends and propose resolutions via the IT ASSET MANAGEMENT SYSTEM (ITAMS).
- 2.4.6. Knowledge Store Database – The TO Contractor shall contribute content to the knowledge database for use in solving incidents and addressing user inquiries.
- 2.4.7. Time Tracking - All TO Contractor time shall be entered, tracked, submitted and approved via an MDOT provided electronic time tracking system on a weekly basis.
  - 2.4.7.1. The TO Contractor resources shall enter a comment detailing the specific activities for each time entry.
  - 2.4.7.2. Assigned TO Contractor resources shall track time not worked during normal business hours including, leave, paid time off (PTO), training, sick and holidays via the MDOT provided electronic time tracking system.
- 2.4.8. Co-Sourcing: The TO Contractor shall facilitate a co-sourcing partnership with MDOT by providing expert knowledge transfer from the TO Contractor resources to MDOT. All TO Contractor resources shall provide on-going knowledge transfer and training to include Maintenance, Operations, and Technical services.
- 2.4.9. The TO Contractor shall evaluate MDOTs business process for email account administration and recommend an improved process that provides consistency throughout the enterprise.
- 2.4.10. MDOT's service desk is structured as a virtual model where the service desk technicians are spread out over a number of geographic locations that utilize a central Service Ticket tool to create the impression of a centralized service desk. The TO Contractor shall use the MDOT Service Desk system to manage all changes to the applications and shall record all approved changes within 3 business days.
- 2.4.11. The TO Contractor shall manage EPF application changes, patches and upgrades.
- 2.4.12. An Unplanned Outage shall be defined as an unscheduled period in which the device or service is interrupted and not usable.

- 2.4.12.1. All outages shall be immediately entered and tracked as an incident in the MDOT ITAMS by designated service desk personnel including the TO Contractor.
- 2.4.13. The TO Contractor's resources shall provide all maintenance and proactive EPF services via MDOT ITAMS Service Tickets.
- 2.4.14. The TO Contractor shall provide Availability Management Services that are defined as ensuring that EPF service availability meets or exceeds SLA's in a cost effective manner.
  - 2.4.14.1. Availability Management shall consider the following criticality levels to define the priority of service tickets. The criticality definitions listed below match those used in the Asset Management and Service Ticket system:
    - 2.4.14.1.1. **5** - Immediate Response Required – Resolve in 2 hours or less
    - 2.4.14.1.2. **4** - Emergency - Resolve within 4 hours or less
    - 2.4.14.1.3. **3** - Urgent - Complete within 24 hours or less
    - 2.4.14.1.4. **2** - Routine - Complete within 7 days or less
    - 2.4.14.1.5. **1** - Low -30 days or less
  - 2.4.14.2. In the event of incidents and outages, the TO Contractor shall provide recovery of EPF services as indicated in the SLA above.
  - 2.4.14.3. In the event that the TO Contractor does not close 85% of the Service tickets in the respective timeframes, during a calendar month, MDOT and the TO Contractor shall engage in a performance improvement plan on how to improve service.
- 2.4.15. The TO Contractor shall ensure all MDOT information shall only reside on MDOT devices with in MDOT approved facilities.
- 2.4.16. The TO Contractor shall provide documentation or training materials for EBF services at the direction of MDOT.
- 2.4.17. The TO Contractor shall provide training to users whenever changes or upgrades are significantly different. MDOT reserves the right to determine when training at the direction of MDOT.
- 2.4.18. All documents that the TO Contractor creates for and on behalf of MDOT shall contain the MDOT/TBU Logo as the only logo of the document, the author's name, the publish date and the revision date. Additionally, the TO Contractor shall ensure that all diagrams shall contain the clause "FOR OFFICIAL USE ONLY"
- 2.4.19. The TO Contractor EPF Engineers shall maintain all EPF documentation and diagrams ITAMS.
- 2.4.20. The TO Contractor shall follow the MDOT Change Control processes concerning all changes.
- 2.4.21. The TO Contractor shall provide planning to accommodate EPF expansion, enhancement, potential replacement and pro-active engineering and security services in order to meet the growing needs of the department.
- 2.4.22. The TO Contractor shall participate in maintaining and updating the EPF strategy that takes advantage of existing and future MDOT resources.

- 2.4.23. The TO Contractor shall coordinate with the MDOT NOC to monitor EPF resource utilization and recommend performance tuning.
- 2.4.24. The TO Contractor shall coordinate with the MDOT NOC to develop, improve and maintain automated monitoring services, threshold monitoring and alert notification with regard to the core EPF systems.
- 2.4.25. The TO Contractor shall accurately manage and store EPF configuration details in the MDOT IT Asset Management System (ITAMS).
- 2.4.26. The TO Contractor shall test all changes in a test environment prior to production deployment. The TO Contractor shall design and maintain an EPF test environment that mimics the MDOT EPF production configuration for testing changes, device component failures patch testing, etc, and to meet the requirements and SLAs of this TO. (Note: MDOT will provide necessary components).
- 2.4.27. The TO Contractor shall ensure that the MDOT EPF systems, will be available free of Outages 99.9% (allowed monthly outage of 3.5 hours) of the time as reported by the MDOT AMS Service Desk system, and it is not due to one of the following availability exceptions.
  - 2.4.27.1. EPF downtime during scheduled maintenance windows
  - 2.4.27.2. Network downtime due to adverse weather, natural disasters, acts of God, civil disorders, or other occurrences beyond the reasonable control of the TO Contractor

2.4.28. Disaster Recovery Security Services

- 2.4.28.1. The TO Contractor shall be required to participate in disaster recovery planning, documenting, testing and execution as it pertains to EBF services.
  - 2.4.28.1.1. In the event of a declared disaster, the TO Contractor shall participate in planning and restoration activities regarding EPF services.

2.4.29. Back-Up & Restoration Services

- 2.4.29.1. The TO Contractor shall provide email inbox and email restoration services as requested by MDOT.

2.4.30. Metrics and Definitions

- 2.4.30.1. Planned Updates - All planned updates are managed by MDOT's change control process and can be categorized by the following:
  - 2.4.30.1.1. Nominal Updates - will be performed on an as needed basis and do not require an interruption of service. These updates include patches, modifications, security adjustments, upgrades, and other installations required to keep the systems up-to-date.
  - 2.4.30.1.2. Minimal Service Interruption - Updates or system work requiring a reboot or minimal service interruption will be performed on Sunday between 6:00am – 10:00am. Interruptions of this nature will not exceed 15 minutes and will be posted on the MDOT NOC Portal prior to service action.
  - 2.4.30.1.3. Major Updates - or actions that require downtime (more than 15 minutes) will be performed on a scheduled basis with NOC

coordination and TBU involvement. Planned event schedules will be posted on the MDOT NOC Portal website.

- 2.4.30.1.4. High-Risk - events such as a major security issue, denial of service, or other event that puts MDOT assets or infrastructure at risk will occur without prior notice. Therefore, responses to such events may occur without notice. The MDOT NOC will make every effort to keep the Modal and MdTA technical administrators informed through defined communication channels.

#### 2.4.30.2. Response Time

- 2.4.30.2.1. All issues with email, PDA's and network Fax services shall be tracked via the MDOT WOM Service Ticket system and entered immediately upon discovery of the issue.
- 2.4.30.2.2. The Response time to an EPF issue or request shall correspond to the response time that is detailed in the SLA section of this TO.

#### 2.4.30.3. Resolution Time

- 2.4.30.3.1. All issues with email, PDA's and network Fax services shall be tracked via the MDOT WOM Service Ticket system and entered immediately upon discovery of the issue
- 2.4.30.3.2. The Resolution time to an email problem will correspond to the Resolution times that are detailed in the SLA section of this document.
- 2.4.30.3.3. Failure to meet the resolution times will result in liquidated damages assessments that will be applied to the next monthly invoice.

#### 2.4.31. Service Level Agreements (SLAs)

The purpose of Service Level Agreements (SLAs) is to quantify the TO Contractor's expected performance for recurring services, and liabilities for poor performance. The goal is to prompt good Contract performance. The TO Contractor will track and report to the MDOT Contract Manager and MDOT Project Manager on all SLA's and ensure that MDOT has real-time access to all source data on which the SLA reporting is based.

- 2.4.31.1. Liquidated damages shall apply to SLAs as described in each SLA below.
- 2.4.31.2. Liquidated damages shall be calculated and applied monthly, beginning on the first day of the month and concluding on the last day of the month.
- 2.4.31.3. All calculated values shall be rounded to the nearest cent or percentage. For example, \$0.3444 shall be rounded to \$.034 and \$0.345 shall be rounded to \$.35; 0.093 shall be 9 percent and .097 shall be 10 percent.
- 2.4.31.4. Short of contract termination as provided for in Attachment 2 – Task Order Agreement, MDOT reserves the right to escalate its response to poor SLA performance, defined as failure to meet an SLA two or more times within a six month period. Based upon the reporting of poor SLA performance, MDOT may use corrective actions listed below to address the deficiencies. The TO Contractor shall support and participate in MDOT's escalation processes at no cost to MDOT.
  - 2.4.31.4.1. Corrective Action plan submittal within one (1) week of status report documenting poor performance;

- 2.4.31.4.2. Conferences among TO Contractor, MDOT Procurement Officer, Contract Manager and Project Manager shall occur at no additional cost to MDOT.
- 2.4.31.5. The TO Contractor may not be assessed damages for the failure to meet an SLA if the cause is beyond the control of the TO Contractor. Within one (1) business day of identifying such a cause, the TO Contractor shall notify the MDOT Contract Manager. The Contract Manager must concur and shall determine if the damages will be waived. Causes for SLA failure beyond the TO Contractor's control may include, but are not restricted to:
- 2.4.31.5.1. Acts of God;
- 2.4.31.5.2. Acts of the public enemy or individuals outside of the TO Contractor's control;
- 2.4.31.5.3. Acts authorized by Federal, State and local governments.
- 2.4.31.6. In order to ensure appropriate service ticket classification, the MDOT NOC Manager must approve all service tickets that are declared a Level 4 or Level 5. The TO Contractor shall have the ability to dispute a service ticket classification only after the issue has been resolved.
- 2.4.31.7. MDOT reserves the right to negotiate new SLA's, removal of existing SLAs and SLA modifications as new technology and business services are adopted.
- 2.4.31.8. The TO Contractor Service Level Agreements shall be:

SLA 1 - The TO Contractor shall ensure that all service tickets are resolved in the respective time frames specified in section 2.4.14.1

5 - Immediate Response	Resolve in 2 hours or less
4 - Emergency	Resolve within 4 hours or less
3 - Urgent	Resolved within 24 hours or less
2 – Routine	Resolved within 7 days or less
1 – Low	Resolved in 30 days or less

- a. Measurement process: The duration of each ticket is measured from the "Reported" date and time stamp to the "Resolved" date and time stamp. This time will be summarized and calculated by an AMS report that is available to both MDOT and the TO Contractor at all times, via the AMS.
- b. Liquidated Damages: For every service ticket that is not resolved in the allotted timeframe, MDOT will assess the TO Contractor the following schedule of liquidated damages until the ticket is resolved. Resolution time will be rounded to the nearest unit.

5 - Immediate Response	\$250 for every hour beyond allotted 2 hours
4 - Emergency	\$200 for every hour above allotted 4 hours
3 - Urgent	\$150 for every day above allotted 1 day
2 – Routine	\$100 for every day above allotted 7 days
1 – Low	\$50 for every day above allotted 30 days

SLA 2 - The TO Contractor shall track all EPF configuration changes in the form of Service Tickets and update the Asset Management System within 3 working days of any configuration changes.



- a. Measurement process: This is a report from the AMS that compares updates to the respective asset's service tickets to the asset record update date.
- b. Liquidated Damages: MDOT shall assess the TO Contractor \$50 per day for each full day beyond the allotted 3 working days that the AMS is not updated.

## **2.5. PREMISES AND OPERATIONAL SECURITY**

The selected TO Contractor employees to be assigned to perform work under the resulting Contract shall be required to submit background check certifications from recognized Law Enforcement Agencies, including the FBI. The TO Contractor shall be responsible for ensuring that its employee's background check certifications are renewed annually, and at the sole expense to the TO Contractor.

- 2.5.1. Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- 2.5.2. The TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- 2.5.3. The TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards. A copy shall be provided to the selected TO Contractor.
- 2.5.4. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- 2.5.5. The TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- 2.5.6. Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications.

## **2.6. INVOICING**

- 2.6.1. Invoices shall be delivered via email to the IT Financial Manager in PDF format.
- 2.6.2. All invoices shall be submitted monthly and received by MDOT no later than the 15th calendar day after the end of the invoice period, and shall include the following information: TO Contractor name, remittance address, federal taxpayer identification, Invoice Period, Invoice Date, Invoice Number, Amount Due, Cumulative Amount to Date, Balance Remaining, Retainage (if applicable) and the Purchase Order Number(s) being billed. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information. MDOT reserves the right to reject overdue invoices and consider the time forfeited by the TO Contractor to MDOT.
  - 2.6.2.1. Invoices shall be delivered via email to the IT Financial Manager in PDF format The MDOT IT Financial Services Manager is:

Mr. Tom Reed

IT Financial Services Manager  
MDOT/OTTS  
One Orchard Road  
Glen Burnie, Maryland 21060  
410-768-7684  
Fax: 410-768-3057  
E-mail: [treed@mdot.state.md.us](mailto:treed@mdot.state.md.us)

MDOT may change the Finance Manager at any time by written notice.

- 2.6.2.2. The Capacity Management invoice must be detailed according to the pricing model and invoice example provided in Attachment 9.
- 2.6.2.3. The Invoice shall contain all relevant supporting documentation including the SLA reports.
- 2.6.2.4. The Invoice shall contain line items for
  - 2.6.2.4.1. The fixed-price monthly recurring charge
  - 2.6.2.4.2. SLA 1 – Liquidated Damages
  - 2.6.2.4.3. SLA 2 – Liquidated Damages
- 2.6.3. The TO Contractor shall submit the invoices to MDOT. The State is exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- 2.6.4. The TO Contractor shall provide an explanation and supporting documentation, where applicable, to all billing inquiries and disputes, within 10 business days of initial contact by the MDOT IT Financial Manager.
  - 2.6.4.1. Billing disputes shall be resolved within 10 business days of MDOT receipt of supporting documentation.

## **2.7. DELIVERABLES**

The TO Contractor shall provide the following deliverables.

### **2.7.1. Root Cause Analysis**

- 2.7.1.1. In the event an SLA is breached, a root cause analysis (RCA) shall be conducted within 3 business days of the event resolution. Once a root cause is established, corrective action can be determined, documented and implemented. Corrective action may need to be taken by enterprises and TO Contractors. Enterprises take corrective action to ensure the TO Contractor has ample opportunity to meet the required SLA (e.g., the need to have a unit readily available for the vendor break/fix customer engineer). The TO Contractors take corrective action when, for example, they did not return a broken unit to an operational state within the defined service-level time period. Corrective action is documented and implemented, generally by the TO Contractor, and reported to all participating parties.
- 2.7.1.2. A lessons-learned document shall be developed to detail the circumstances that lead to the root cause and provide recommendations to improve processes and service capabilities. All relevant parties will be provided the lessons learned document and actions to prevent the circumstance from reoccurring. The

Lessons Learned document shall be submitted to MDOT within 5 business days of the event being resolved.

- 2.7.2. Availability - MDOT EPF systems available, and free of Outages 99.9% (allowed monthly outage of 4 minutes) of the time as reported by the MDOT NOC AMS Service Desk system.
- 2.7.3. Resource Management - MDOT requires that all resources shall work in the best interest of MDOT with a spirit of cooperation. EPF contract resources may be assigned to tasks managed by MDOT direct employees or external contractors engaged through other state contract vehicles.
  - 2.7.3.1. The TO Contractor shall be responsible for TO Contractor resource scheduling and ensuring TO Contractor resources are on duty for all business-hours, after-hours and on-call services as scheduled.
  - 2.7.3.2. The TO Contractor resources assigned to MDOT shall possess and maintain pertinent experience, skills and certifications as defined in the Personnel Qualification section of this document, and as driven by relevant technology changes throughout the life of this Contract, at no additional cost to the State.
  - 2.7.3.3. The TO Contractor shall be responsible for providing trained and experienced resources on technologies that MDOT implements.
  - 2.7.3.4. The TO Contractor staff working at any MDOT facility is required to provide their own laptop computer that is up to date with patches, malware and antivirus protection. (Note: MDOT will provide office space)
    - 2.7.3.4.1. The TO Contractor shall provide and ensure that the laptop has all software to perform the requirements of this TO and to meet and exceed the TO SLA's is installed, configured and appropriately licensed.
    - 2.7.3.4.2. The TO Contractor laptops shall comply with DBM IT Security policies and procedures to protect the MDOT enterprise network.
  - 2.7.3.5. If at any time, it is determined that there are issues with the performance of TO Contractor personnel, the manager will notify both the TO Contractor and TO Contractor personnel by email with copies to the MDOT Contract manager, describing the issue and the expected corrective actions.
  - 2.7.3.6. The TO Contractor shall coordinate with the employee and MDOT to resolve the issue.
  - 2.7.3.7. In the event that MDOT is dissatisfied with the TO Contractor's personnel regarding performance standards, the TO Contractor personnel shall be removed at the Project Manager's discretion.
    - 2.7.3.7.1. Replacement personnel shall have equal to or greater skills than that of the non-performing person initially proposed, evaluated and accepted in the Contract.
    - 2.7.3.7.2. The MDOT Project and Contract Manager shall determine the amount of time the TO Contractor has to provide a replacement.
    - 2.7.3.7.3. MDOT shall approve any and all replacement personnel in advance.

## **2.8. REQUIRED PROJECT POLICIES, GUIDELINES, METHODOLOGIES AND REGULATIONS**

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 [www.dbm.maryland.gov](http://www.dbm.maryland.gov). Select “Contractor” and “IT Policies, Standards and Guidelines”. 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.
- MDOT Security Policy.

## **2.9. TO CONTRACTOR STAFF EXPERTISE REQUIRED**

The TO Contractor proposed staff must demonstrate a level of expertise in providing email, PDA and network Fax services outlined in this TORFP in similar and larger client scenarios.

## **2.10. TO CONTRACTOR MINIMUM QUALIFICATIONS**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The 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: i.e. the TO Contractor shall provide services identical to or greater than the requirements in this task order.

## **2.11. CONTRACT PROJECT MANAGEMENT**

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted ten days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- 2.11.1. TO Requesting Agency name, TO Number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
- 2.11.2. Work accomplished during the monthly period.
- 2.11.3. Deliverable progress, as a percentage of completion.
- 2.11.4. Problem areas including scope creep or deviation from the work plan.
- 2.11.5. Planned activities for the next reporting period.
- 2.11.6. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- 2.11.7. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.
- 2.11.8. Issues needing the attention of MDOT management.

## **2.12. CHANGE ORDERS**

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and MDOT 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 executed.

### **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 or two possible responses: 1) a proposal and /or 2) a completed Master Contractors Feedback Form.

#### **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. A 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.
  - 3) Proposed Solution: A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
  - 4) Proposed Tools: A description of all proposed tools, including the MDOT NOC tools that will be used to facilitate the work.
  - 5) Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.
- B) Proposed Personnel (Fixed-Price personnel and Project Based Services - Time and Material personnel).
  - 1) Fixed Price
    - a) Identify and provide resumes for all proposed personnel by labor category.
    - b) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
    - c) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
  - 2) Project Based Services - Time and Material
    - a) Identify and provide pricing for three resources from the Labor Categories under the Master Contract to perform T and M work as the need may arise.
- C) MBE Participation
  - 1) Submit completed MBE documents Attachment 10 – Forms D-1, D-2, D-3, D-4.
- D) Subcontractors
  - 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services 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.

F) Proposed Facility

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

G) State Assistance

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

H) Confidentiality

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

### **3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

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

The TO Contractor shall complete:

- 1) Attachment 1A – Fixed Price Monthly Recurring Cost (MRC) for EPF
- 2) Attachment 1B – for Project Based Service (PBS) work using Time and Material labor hours.



## **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, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

### **4.2. TECHNICAL CRITERIA**

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

- Experience of the proposed staff in providing the service as described in this TORFP
- TO Contractors understanding of the services being requested
- Satisfactory past performance on engagements provided as reference accounts in the Technical Proposal or other engagements not provided in the Technical Proposal but known to the State.

### **4.3. SELECTION PROCEDURES**

4.3.1 TO Proposals deemed technically qualified will have their financial proposal considered.

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

4.3.3 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit may have the 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 and Purchase Order.

# ATTACHMENT 1A – FIXED PRICE MONTHLY RECURRING COST - PRICE PROPOSAL FOR EMAIL, PDA AND NETWORK FAX

Provide fixed monthly cost for the EPF services and support to include all TO Contractor key and other personnel to be assigned to perform work under the Task Order through December 31, 2010, period of expiration of the Master CATS Contract.

EPF PBS Fixed-price					
Fixed Price Monthly Recurring Costs					
Record the fixed-price Monthly Recurring Cost (MRC) for EPF services.					
Start Date To 12/31/2008		01/01/2009 To 12/31/2009		01/01/2010 To 12/31/2010	
Monthly Recurring Charge	Annual Total	Monthly Recurring Charge	Annual Total	Monthly Recurring Charge	Annual Total
CM Fixed-price Subtotal - 3 year sub-total for fixed-price Capacity Management EPF Services					\$

SUBMIT THIS WITH THE FINANCIAL RESPONSE

**ATTACHMENT 1B – FOR PROJECT BASED SERVICE (PBS)  
WORK USING TIME AND MATERIAL LABOR HOURS.**

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
<b>Start Date To 12/31/2008</b>			
<i>Resource 1 – Insert Labor Category</i>	\$	1000	
<i>Resource 2 – Insert Labor Category</i>	\$	1000	
<i>Resource 3 – Insert Labor Category</i>	\$	1000	
<b>01/01/2009 To 12/31/2009</b>			
<i>Resource 1 – Insert Labor Category</i>	\$	1000	
<i>Resource 2 – Insert Labor Category</i>	\$	1000	\$
<i>Resource 3 – Insert Labor Category</i>	\$	1000	
<b>01/01/2010 To 12/31/2010</b>			
<i>Resource 1 – Insert Labor Category</i>	\$	1000	\$
<i>Resource 2 – Insert Labor Category</i>	\$	1000	
<i>Resource 3 – Insert Labor Category</i>	\$	1000	\$
<b>Total Evaluated PBS T and M Price</b>			\$
<b>Total Price for CM Fixed-price and PBS Time and Material</b> <i>(add CM Fixed-price total and PBS T and M total)</i>			\$

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

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

\_\_\_\_\_  
Title

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

\* The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

**SUBMIT THIS WITH THE FINANCIAL RESPONSE**

## ATTACHMENT 2 - Task Order Agreement

CATS TORFP # J01P8200157  
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, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO.
  - b. “CATS TORFP” means the Task Order Request for Proposals # J01P8200157, dated MONTH DAY, YEAR, 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 TO Procurement Officer. 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 TO Requesting Agency and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO 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 supersede 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 is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

## 4. Consideration and Payment

- 4.1. The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$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 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, TO REQUESTING AGENCY DEPARTMENT OF BUDGET AND  
MANAGEMENT, OFFICE OF INFORMATION TECHNOLOGY, APPLICATION SYSTEMS  
MANAGEMENT

\_\_\_\_\_  
By: insert name, TO Procurement Officer

\_\_\_\_\_  
Date

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

## **ATTACHMENT 3 - 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)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

## **ATTACHMENT 4 - Labor Classification Personnel Resume Summary**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
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. In this case, 3 months.

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



**ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**  
**(CONTINUED)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
<b>Education:</b> (Insert the education description from the CATS RFP from section 2.5 for the applicable labor category.)	
<b>Experience:</b> (Insert the experience description from the CATS RFP from section 2.5 for the applicable labor category.)	
<b>Duties:</b> (Insert the duties description from the CATS RFP from section 2.5 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

## **ATTACHMENT 5 - NOTICE TO PROCEED**

Day Month, Year

TO Contractor Name  
TO Contractor Mailing Address  
TO Contractor City, ST zip code

Re: CATS Task Order Agreement # J01P8200157

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer  
Task Order Procurement Officer

Enclosures (2)

cc: TO Manager  
Procurement Liaison Office, Office of Information Technology, DBM  
Project Management Office, Office of Information Technology, DBM

## ATTACHMENT 6 - 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 # J01P8200157 for Email, PDA and network Fax (EPF) Managed Services. 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 Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Department of Transportation (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 Email, PDA and network Fax (EPF) Managed Services TORFP No. J01P8200157 dated June 3, 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:**

**TO Requesting Agency:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

**ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT – EXHIBIT A**  
**EXHIBIT A**

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

<b>Printed Name and Address of Employee or Agent</b>	<b>Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

## ATTACHMENT 9 - SAMPLE FORMAT FOR INVOICE

### Sample Capacity Management Invoice

**ABC Company**

Please remit to:

*ABC Company*

*IT Dept-1*

*Anywhere, XX 12345*

Phone (222) 222-2222

Fax (333) 333-3333

Federal TIN \_\_\_\_\_

Invoice Period \_\_\_\_\_

Billed to: *MDOT*

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

Invoice Number: \_\_\_\_\_

Amount Due: \_\_\_\_\_

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

Purchase Order Number \_\_\_\_\_

Manager IT Financial Services Manager (Tom Reed)

MDOT/OTTS

707 N. Calvert Street, C505

Glen Burnie, Maryland 21060

410-865-1375

Fax: 410-865-1103

E-mail: [treed@mdot.state.md.us](mailto:treed@mdot.state.md.us)

Retainage: \_\_\_\_\_

Cumulative Amount: \_\_\_\_\_

Balance Remaining: \_\_\_\_\_

Purchase Order Number (s) Being Billed for this Invoice

\_\_\_\_\_  
\_\_\_\_\_

For professional services provided during the period x/x/200x through x/xx/200x under contract number xxxx-04xx dated xxxxx xx, 200x

<u>WOA Task</u>	<u>WOA End Date</u>	<u>Amount</u>
Application Support	<b>xx/xx/20xx</b>	00.00
Special task A	<b>xx/xx/20xx</b>	00.00
Special Task B	<b>xx/xx/20xx</b>	00.00
SLA 1 Liquidated Damages	<b>xx/xx/20xx</b>	-00.00
SLA 2 Liquidated Damages	<b>xx/xx/20xx</b>	-00.00
Total Amount Due:		<b>00.00</b>

This is to certify that services were provided for the reported period and the attached timesheets are accurate.

\_\_\_\_\_  
ABC Company Authorized Representative

# ATTACHMENT 10 – MINORITY BUSINESS ENTERPRISE FORMS

## TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # J01P8200157

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 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. 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.

### MBE FORM D – 1 Certified MBE Utilization and Fair Solicitation Affidavit

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to TORFP No. J01P8200157, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_30\_ percent and, if specified in the TORFP. I have made a good faith effort to achieve this goal.

OR



After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 10 - Form D-2) with the proposal.
  3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
  4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
    - (a) Outreach Efforts Compliance Statement (Attachment D-3)
    - (b) Subcontractor Project Participation Statement (Attachment D-4)
    - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
    - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.
- If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.
5. 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.

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

---

Address

---

Printed Name, Title

---

Date

Submit as a .pdf file with to response

**MBE FORM D – 2 Minority Business Enterprise Participation Schedule**

**This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.**

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J01P8200157	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

**TOTAL MBE PARTICIPATION:** \_\_\_\_\_%

**TOTAL WOMAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_%

**TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:** \_\_\_\_\_%

Document Prepared By: (please print or type)

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

**FORM D – 2 cont.)****Minority Business Enterprise Participation Schedule (Continued)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

Submit as a .pdf file with to response

**MBE FORM D – 3 Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # J01P8200157, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:
7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
8. Offeror made the following attempts to contact personally the solicited MBEs:
9. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(Describe efforts)
- ☐ This project does not involve bonding requirements.
10. ☐ Offeror did/did not attend the pre-proposal conference  
☐ No pre-proposal conference was held.

_____	By: _____
Offeror Name	Name
_____	_____
Address	Title
_____	Date

**MBE 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 TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. J01P8200157, it and \_\_\_\_\_,  
(Subcontractor Name)  
MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

---

---

---

---

---

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

By:

By:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**MBE FORM D – 5 Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

Report #: _____	CATS TORFP #J01P8200157
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b> _____			

**\*\*If more than one MBE subcontractor is used for this contract, please use separate forms. Return one copy to:**

Mr. Mark Habighurst, TO MANAGER MD Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076 <a href="mailto:mhabighurst@mdot.state.md.us">mhabighurst@mdot.state.md.us</a>	Betty Toulson MD Department of Transportation 7201 Corporate Center Drive Hanover, MD. 21076 <a href="mailto:btoulson@mdot.state.md.us">btoulson@mdot.state.md.us</a>
--	---

Signature: \_\_\_\_\_

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

**MBE FORM D – 6 Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report**

Report #: _____  Reporting Period (Month/Year): ____/____  <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS TORFP #J01P8200157 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: _____	
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid:</b> \$ _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____
Prime TO Contractor: _____ Contact Person: _____	
<b>Return one copy of this form to the following address:</b>	
Mr. Mark Habighurst, TO MANAGER MD Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076 <a href="mailto:mhabighurst@mdot.state.md.us">mhabighurst@mdot.state.md.us</a>	Betty Toulson MD Department of Transportation 7201 Corporate Center Drive Hanover, MD. 21076 <a href="mailto:btoulson@mdot.state.md.us">btoulson@mdot.state.md.us</a>



Signature:\_\_\_\_\_

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