

CONSULTING AND TECHNICAL SERVICES+ (CATS+)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)



**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
OFFICE OF TRANSPORTATION TECHNOLOGY SERVICES
(OTTS)**

SOLICITATION NUMBER J01B2600008

**EMPLOYEE MANAGEMENT INFORMATION SYSTEM (EMIS)
AND SOFTWARE CONFIGURATION MANAGEMENT (SCM)
SUPPORT**

ISSUE DATE: WEDNESDAY, JULY 28, 2021

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)
OFFICE OF TECHNOLOGY SERVICES (OTTS)
KEY INFORMATION SUMMARY SHEET**

Solicitation Title:	Employee Management Information System (EMIS) and Software Configuration Management (SCM) Support
Solicitation Number (TORFP#):	J01B2600008
Functional Area:	FA6 Systems/Facilities Management and Maintenance
TORFP Issue Date:	Wednesday, July 28, 2021
TORFP Issuing Office:	Maryland Department of Transportation (MDOT) Office of Technology Services (OTTS) or the "Department"
Department Location:	7201 Corporate Center Drive, Hanover, MD 21076
TO Procurement Officer: e-mail: Office Phone:	Joe Palechek 7201 Corporate Center Drive, Hanover MD 21076 jpalechek@mdot.maryland.gov 410-865-1137
TO Manager: e-mail: Office Phone:	Sherrie Link One Orchard Road, Glen Burnie MD 21061 slink@mdot.maryland.gov 410-768-7608
TO Proposals are to be sent to:	jpalechek@mdot.maryland.gov
TO Pre-proposal Conference:	Wednesday, August 11, 2021 @ Local Time Via Microsoft Teams See Attachment A for instructions.
TO Proposals Due (Closing) Date and Time:	Friday, September 3, 2021 @ 2:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	30%
VSBE Subcontracting Goal:	0%
Task Order Type:	Time and Material with Work Orders of Time and Materials and Fixed Price
Task Order Duration:	Five (5) year base period commencing from the NTP Effective Date
Primary Place of Performance:	One Orchard Road, Glen Burnie MD 21061 and 7201 Corporate Center Drive, Hanover MD 20176

SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	Monday, August 16, 2021 @ 5:00 pm Local Time

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1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualification for the labor category proposed, as identified in the CATS+ RFP, Section 2.10.

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>.

And subsequent Amendment #4 & Amendment – Section 2.10 update-see:

http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Transportation (MDOT) is issuing this CATS+ TORFP (the “Department”) in order to obtain resources for Office of Transportation Technology Service (OTTS) to support APS CASE-Generated COBOL, primarily utilized for MDOT’s Employee Management Information System (EMIS), the Department’s Payroll system. Additionally, MDOT is seeking support for Software Configuration Management (SCM) for various Software-as-a-Service (SaaS)/Platform-as-a-service (PaaS) and on-premises software systems including, but not limited to, other physical and virtual servers such as IBM ClearCase, Salesforce, Microsoft Azure, Web Microfocus Applications, and other emerging software technologies.
- 2.1.2 This CATS+ TORFP is issued to acquire resources for the following positions:
- A. Two (2) Employee Management Information System Resources (Key Personnel)
 - B. Two (2) Software Configuration Management Resources (Key Personnel)
- 2.1.3 In addition to the four (4) resources who will be available as of the issuance of Notice to Proceed (NTP) date. MDOT will have the option of adding up to four (4) additional resources to this Task Order for a maximum total of eight (8) resources. All resources beyond the initial four (4) will be requested through a Work Order process (**See Section 3.10**)
- 2.1.4 MDOT intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.5 Master Contractors are advised that, should a solicitation or other competitive award be initiated as result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirements, or design thereof.
- 2.1.6 A Task Order award does not assure a TO Contractor that it will receive all State business under the Task Order.

2.2 Background and Purpose

MDOT provides Enterprise-Wide infrastructure and software services support to the MDOT Transportation Business Units (TBUs) and to its external customers, including the Department of Budget and Management, Central Payroll Bureau and the Comptroller’s Office. MDOT provides Mainframe, web, SaaS and Network support at the Enterprise level.

MDOT is comprised of seven (7) Transportation Business Units (TBU’s) with approximately 11,000 or more users. MDOT operates a 24/7 data center and is tasked with providing all Enterprise-Wide infrastructure and software services support to all TBU’s.

1. The Secretary’s Office (TSO)
2. State Highway Administration (SHA)
3. Maryland Port Administration (MPA)
4. Motor Vehicle Administration (MVA)
5. Maryland Transit Administration (MTA)
6. Maryland Transportation Authority (MDTA)

7. Maryland Aviation Administration (MAA)

MDOT recognizes the importance and security of application systems and the effective portfolio management to an organization that continues to experience higher demands for the automation, security and dissemination of transportation-related data.

MDOT continues to evolve as changes in technology and federal and state laws present new challenges. To that end, MDOT continuously researches best practices from around the nation and assumes a leading role in implementing innovative approaches for promoting driver safety and information security as part of its initiative to provide premier customer service.

The purpose of this solicitation is to acquire high-level qualified resources with the skills and expertise to help manage and enhance our emerging and existing software technology business needs.

2.2.1 Current Environment

MDOT operates a twenty-four (24) hours a day, seven (7) days a week Data Center and is tasked with providing Information Technology services for all agencies (TBUs) within the Maryland Department of Transportation. MDOT OTTS is responsible for the support of various information technologies including the mainframe infrastructure but also maintains a software services group to support software applications and a SCM group to support software configuration management for Mainframe Cobol, web/SaaS and Client Server systems. MDOT OTTS implements the Department's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services.

2.2.2 Application Development/Software Services

Includes a team that supports the EMIS, also known as "Payroll", and a few ancillary cost applications that may be affected by EMIS. The EMIS has responsibility for computing gross pay and tracking leave usage for over 8,000 employees throughout MDOT. This mission-critical departmental program includes nearly a dozen application modules. Contractors and State employees work together to support this complex system with its ever-changing requirements and priorities.

Additionally, general support includes disaster recovery/business continuity planning & testing, operating system upgrade testing, DB2 upgrade testing, or any other software upgrade testing where application testing is needed to confirm continued operability. This may include anything needed to support the MDOT Enterprise-Wide infrastructure and software services.

2.2.3 Employee Management Information System (EMIS)

2.2.3.1 Existing Hardware

- A. IBM Mainframe OS 390
- B. DB2 v12

2.2.3.2 Existing Software

- A. IBM Enterprise COBOL
- B. Microfocus Apps Master Builder
- C. IBM Rational ClearCase 9.0
- D. Job Control Language (JCL)
- E. Time Sharing Option/Interactive System Productivity Facility (TSO/ISPF)
- F. Customer Information Control System (CICS)

- G. Query Management Facility (QMF)
- H. IBM DB2
- I. IBM DB2 Editor
- J. File Transfer Protocol (FTP)
- K. Hierarchical Storage Management (HSM)
- L. SQL Processing Using File Input (SPUFI)
- M. Syncsort
- N. CA Interrest
- O. TSE Editor
- P. SQL DDL (Structured Query Language / Data definition language)
- Q. DSW/ COLD
- R. MS Office 365
- S. Visio
- T. MS Office

2.2.4 Software Configuration Management (SCM)

Establishes and maintains a controlled and traceable evolution of changes to the elements that comprise our software programs. This is achieved by properly following the authorized process to add, delete or update software components.

When the applications staff determines that a change to a program component is necessary, that component is retrieved from the repository that is maintained by the Configuration Management Section. After the analyst has made and tested the changes, the updated program is turned over to the Configuration Management who then promotes the change to the Production environment.

Configuration Management helps the organization to control the distribution of changes to the operational sites. They are responsible for supporting the maintenance of information on the versions and releases to which the system can revert in case of problems.

Additionally, general support includes disaster recovery/business continuity planning and QA/testing, operating system upgrade testing, or any other software upgrade testing where application testing is needed to confirm continued operability. This may include anything needed to support the MDOT Enterprise-Wide infrastructure and software services.

2.2.4.1 Existing Hardware

- A. Eight (8) node cluster of HPE ProLiant BL460c Gen8 servers

2.2.4.2 Existing Software

- A. IBM Rational ClearCase 9.0
- B. Microsoft Windows Installer, Window 10.0, Windows 7, Windows 2012 server
- C. Microsoft Component Servers
- D. Windows Server Active Directory and LDAP environment
- E. VB Script, HTML, XML, MS .NET, MS SQL Technologies

- F. Visual Studio IDEs 2005, 2008, 2010, 2012, 2015 environment and Eclipse IDE
- G. Perl/Shell scripts, VB Makefiles, MS Build and Visual Build
- H. Saas/PaaS – Salesforce
- I. PaaS - Azure
- J. HTTPS, IIS, DNS, SMTP, SNMP, JDBC and ODBC
- K. Virtual Server environment
- L. Cisco AnyConnect Secure Mobility Client
- M. Micro Focus Apps Master Builder

2.2.5 State Staff and Roles

In addition to the TO Procurement Officer, the State will provide a TO Manager, who has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.

2.2.6 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 Employee Management Information System (EMIS) Resources

The TO Contractor Personnel shall:

- A. Support the various EMIS modules including but not limited to; Time & Attendance, Gross Pay, Employee Data Maintenance, Reference Data Maintenance, Reference Table Update, Payroll Reconciliation with the Central Payroll Bureau, Leave Accounting, and Payroll Reporting, Interfaces to the Central Payroll Bureau
- B. Support batch interfaces to and from the Human Resources Information System (HRIS), batch interfaces to and from the mTrack Time Entry System, and batch Cost Allocation feeds from EMIS to the TBUs.
- C. Support ad hoc reporting from the EMIS application, including assisting the MDOT Payroll staff in developing queries, running ad hoc queries for the payroll staff, or writing programs to meet new ad hoc reporting requirements.
- D. Assist with support for the TBUs Cost Allocation processes that receive payroll cost data from EMIS.
- E. Perform system analysis and design, software development or modifications, testing and implementation as needed.

- F. Prepare documentation to describe new or changed processes as required.
- G. Troubleshoot problems encountered by clients using the application software and reported through the OTTS Service Desk.
- H. Provide ad hoc assistance to the clients for file maintenance as needed.
- I. Provide technical expertise and advice to OTTS and Payroll staff as needed.
- J. Provide testing assistance for mainframe operating system and product upgrades when needed.
- K. Provide assistance with disaster recovery/business continuity planning & testing when needed.
- L. Participate in updating Disaster Recovery (DR)/Business Continuity (BC) information needed for applications supported and shall also participate in DR/BC testing when necessary.
- M. Perform other duties as assigned by MDOT management.

2.3.2 Software Configuration Management (SCM) Resources

TO Contractor Personnel shall:

- A. Provide software configuration management support for various MDOT's applications using IBM's Rational ClearCase.
- B. Create and maintain Version Object Bases (VOBs), views, streams, projects, baselines & composite baselines in a SCM environment.
- C. Assist in developing and implementing policies and scripts for promoting baselines during the systems development life cycle.
- D. Create and maintain auto notification scripts in the SCM environment to assist the developers in their day-to-day ClearCase operations.
- E. Monitor and manage optimum ClearCase server performance in dynamic development environments.
- F. Determine and resolve various issues related to the operating system, network and Integrated Development Environment (IDE) functionalities in a dynamic development environment.
- G. Perform pre-build audits on various projects and assist in resolving errors in daily builds.
- H. Create and maintain custom procedures for backing up various ClearCase project repositories and periodically validate the backup on test servers for Disaster Recovery purpose.
- I. Work with the OTTS staff who maintain the servers and apply the Windows software patches. ClearCase software and updates are applied by SCM and provide technical expertise and advise to OTTS and SCM staff as needed.
- J. Provide testing and quality assurance (QA) functions for applications and product upgrades as needed.
- K. Provides testing & quality management for information systems including SaaS and web applications using the standard methodologies, techniques and metrics for assuring product quality and key activities in quality management.

- L. Develops and implements life cycle and question/answer methodologies and educates and implements QA metrics.
- M. Create and maintain custom procedures for backing up various ClearCase project repositories and periodically validate the backup on test servers for Disaster Recovery purposes.
- N. Install/maintain Microfocus Apps Master and provide product customization as required, configure developer workspace for development under Microfocus Apps Master.
- O. Perform other duties as assigned by MDOT management.

2.3.3 Support Tickets for EMIS and SCM Resources

TO Contractor Personnel will be provided access to the Maximo Service Desk. TO Manager or designee will assign tickets.

TO Contractor Personnel shall:

- A. Respond and resolve tickets while complying with Service Level Agreements (SLAs) (**See Section 2.4**).
- B. Update status on all assigned tickets on a daily basis.
- C. Enter completed resolution information into the work log of ticket.
- D. Follow MDOT procedures and policies.

2.3.4 Reports (Weekly and Monthly)

2.3.4.1 Weekly Status for SCM Resources

TO Contractor Personnel shall:

- A. Include within report but not limited to:
 - 1. Updates/Concerns on Short-Term, Mid-Term, and Long-Term Tasks.
 - 2. Release notes: Version Information, release number, date, changes to occur, new features, and steps to follow for installation.
- B. Submit weekly report the first day of the working week to the TO Manager.

2.3.4.2 Monthly Status/Activity/Time for EMIS and SCM Resources

TO Contractor Personnel shall:

- A. Include within report but not limited to:
 - 1. Date submitted.
 - 2. TO title and number.
 - 3. Agency name and contact information (TO Manager).
 - 4. TO Contractor name and contact information.
 - 5. Work performance month and year.
 - 6. Recurring tasks completed during the month.
 - 7. Non-recurring tasks completed during the month, if necessary.

8. Status of open tasks if necessary.
 9. Hours per task and total hours.
- B. Submit monthly report by close of business the first working day of following month for TO Manager approval.
- C. The TO Contractor will submit these reports as part of the invoice backup.

2.3.5 Professional Development

The TO Contractor shall ensure continuing education/training opportunities for the TO Contractor Personnel will be provided. The education/training shall be associated with the technologies currently utilized or expected to be used/implemented (emerging technologies) by the Department. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor.

2.3.6 Required Project 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. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: **SDLC**;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: **Security Policy**;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: **IT Project Oversight**.
- E. The MDOT Information Security Plan (see Appendix 5)
- F. The TO Contractor agrees to abide by ITIL Procedures and Practices as practiced by MDOT.
- G. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.3.7 Technical Support

- A. "The State shall be able to contact a Technical Support team member 24 hours per day, 7 days per week, 365 days per year.
- B. TO Contractor Personnel providing technical support shall be familiar with the State's account.
- C. TO Contractor shall return calls for service of emergency system issues (see Section 2.4 Service Level Agreement).
- D. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.3.8 Change Orders

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

2.4 Service Level Agreement (SLA)

2.4.1 Service Level Measurements

2.4.1.1 EMIS Resources, Support and Responses

- A. EMIS application runs on a two-week payroll cycle, each process shall be successfully completed.
- B. TO Contractor Personnel shall support the various EMIS modules required within the cycle.
- C. EMIS batch jobs are scheduled to run during normal business hours. If the critical process continues into non-business hours, TO Contractor Personnel shall continue to support.
- D. Non-business hours including weekends and/or holidays, may be scheduled for testing purposes.

2.4.1.2 SCM Resources, Responses and Resolution

- A. TO Contractor Personnel shall follow the Service Level Agreements in table label Figure 1 SLA Table.

Figure 1 SLA Table

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution Time	Comments
Normal Business Hours	30 minutes	Between 7:00 am and 5:00 pm	5 days/week, Monday-Friday	Within 1 Business Day	Resolution expected on-site, or by remote dial in response, if necessary
Emergency Support	15 minutes	After 5:00 pm – 7:00 am Mon-Fri or weekends	7 days/week	(If resolution requires more time, a schedule for resolution will be provided.)	Resolution expected either by on-site or remote dial in response
Scheduled Overtime Support	15 minutes	After 5:00 pm -7:00 am Mon-Fri or weekends	When necessary for application maintenance		Resolution expected either by on-site or remote dial in response

			or problem resolution		
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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of Task Order Award Date. At the kickoff, the TO Contractor shall discuss but not limited to:

- A. Review process of on-boarding resources.
- B. Discuss with MDOT OTTS procedures on substitution and backfilling of resources.
- C. Review reports and expectations.
- D. Discuss training plans.
- E. Discuss and provide any Standard Operating Procedures.
- F. Discuss with MDOT OTTS any questions and concerns.

3.1.1 End of Task Order Transition

3.1.2 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and/or support as requested to successfully complete the transition.
- B. Maintain the services called for by the Task Order at the required level of proficiency.
- C. Provide updated System Documentation, as appropriate; and
- D. Provide current operating procedures (as appropriate).

3.1.3 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.1.4 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

3.1.5 The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Task Order end date.
- B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1. Any staffing concerns/issues related to the closeout of the Task Order.
 - 2. Communications and reporting process between the TO Contractor, the Department and the TO Manager.
 - 3. Security and system access review and closeout.
 - 4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee.

5. Any final training/orientation of Department staff.
6. Connectivity services provided, activities and approximate timelines required for Transition-Out.
7. Knowledge transfer, to include:
 - a. A working knowledge of the current system environments as well as the general business practices of the Department
 - b. Review with the Department the procedures and practices that support the business process and current system environments.
 - c. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order.
 - d. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order.
 - e. A working knowledge of various utilities and corollary software products used in support and operation of the Solution.
 - f. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 - g. Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- C. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- D. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.
- E. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.1.6**

3.1.6 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.

- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.2 Invoicing

3.2.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.2.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager and at e-mail address: ottsfinance@mdot.maryland.gov
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
 - 1. D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error: TO Contractor name and address.
 - 2. Remittance address.
 - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate.
 - 4. Invoice period (i.e. time period during which services covered by invoice were performed).
 - 5. Invoice date.
 - 6. Invoice number.
 - 7. State assigned TO Agreement number.
 - 8. State assigned (Blanket) Purchase Order number(s).
 - 9. Goods or services provided.
 - 10. Amount due; and
 - 11. Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the

time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.

- G. Any action on the part of the Department or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally 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.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.2.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. For items of work for which there is one-time pricing (see **Attachment B** – TO Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.
- B. Invoices are due by the 15th of the month following the month in which services were performed.
- C. For items of work for which there is annual pricing, see **Attachment B**– TO Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Task Order year in the month following the performance of the services.
- D. Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.
- E. Within 5 Business Days after the last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all time and material resources provided under the Task Order. Timesheet will be generated by the Department’s Time Tracking System (TTS).

3.2.4 Time and Materials Invoicing

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the TO Manager.
- B. Time Sheet Reporting

Within three (3) business days after the 15th and last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding half month providing data for all resources provided under the Task Order.

At a minimum, each timesheet shall show:

1. Title: “Time Sheet for <<xxxxx>>”
2. Issuing company name, address, and telephone number

3. For each employee /resource:
 - a. Employee / resource name
 - b. For each Period ending date, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th and 16th through last day of the month.
 - c. Tasks completed that week and the associated deliverable names and ID#s
 - d. Number of hours worked each day
 - e. Total number of hours worked that Period
4. Signature and date lines for the TO Manager
5. Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.2.5 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order.
- G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.2.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.3 Liquidated Damages

MBE Liquidated damages are identified in **Attachment M**

3.3.1 Liquidated Damages for MBE

- A. The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the

damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

- B. Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.
1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$131.84 per day until the monthly report is submitted as required.
 2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$65.92 per MBE subcontractor.
 3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
 4. Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 5. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.
- C. Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies which may be available under the Task Order or Law.

3.4 Data Information

The following requirements apply to the TO Agreement:

3.4.1 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.

- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

3.4.2 Provisions in Sections 3.4.1 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.4.1 (or the substance thereof) in all subcontracts.

3.5 Insurance Requirements

- 3.5.1** Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.5.2** The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.5.3** The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.5 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.5.4 CYBER SECURITY / DATA BREACH INSURANCE

Throughout the Term and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US\$ five million (5,000,000) per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State's rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.6 Security Requirements

3.6.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.6.2 Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contractor: a national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.
- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (**Appendix 3**) prior to any work commencing on the Task Order.
- F. Resources proposed to perform services for Maryland Aviation Administration (MAA) must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) must comply with all MPA security requirements.

3.6.3 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to

submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.6.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.6.5**).
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.6.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1. Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously

anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.6.5**.

2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor's systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor's system configuration files.
3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.
5. For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
6. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
7. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the TO Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
8. Ensure system and network environments are separated by properly configured and updated firewalls.
9. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
10. By default, "deny all" and only allow access by exception.

11. Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
12. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the TO Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
13. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
14. Ensure State Data is not processed, transferred, or stored outside of the United States ("U.S."). The TO Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
15. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
16. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
17. Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right

to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

18. Access to Security Logs and Reports
 - a. For a SaaS or non-State hosted solution, the TO Contractor shall provide reports to the State in a mutually agreeable format.
 - b. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Task Order.

3.6.6 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.6.6 A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident, or a Data Breach as follows:
 1. notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer.
 2. notify the Department within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
 3. provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
 1. the nature of the unauthorized use or disclosure.
 2. the State data used or disclosed,
 3. who made the unauthorized use or received the unauthorized disclosure,
 4. what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 5. what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 6. The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State

(or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.6.7 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law.
 2. Cooperate with the State to investigate and resolve the data breach.
 3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.

3.6.8 Additional security requirements may be established in a Task Order and/or a Work Order.

3.6.9 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.6.10 Provisions in Sections 3.6.1 – 3.6.9 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor and shall flow down the provisions of Sections 3.6.1-3.6.9 (or the substance thereof) in all subcontracts.

3.7 Performance and Personnel

3.7.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

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

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

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, subcontractor or subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.
- G. **MDOT Contract Management Office (CMO)** - The CMO is responsible for contract management issues outside of the day-to-day of the Task Order Agreement after award.

3.7.2 Preferred Offeror Experience

The following experience is preferred and will be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. Offeror shall demonstrate at least five (5) years’ experience in providing Senior IT Personnel.
- B. Offeror shall demonstrate at least three (3) years’ experience in providing IT operations and maintenance support to government entities.
- C. Offeror shall document how personnel are trained to keep current with evolving IT technologies.

3.7.3 Preferred Personnel Experience

The following experience is preferred and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

3.7.3.1 Employee Management Information System Resources

- A. TO Contractor Personnel have at least eight (8) years of experience in supporting APS CASE Tool-generated COBOL Code for an IBM Mainframe, including:
- B. Experience with, maintaining an IBM mainframe-based Payroll application containing the following:
 - 1. Positive time reporting on a biweekly basis (rather than “exception time reporting”).
 - 2. The ability to provide agency – specific batch interfaces for payroll cost data.
 - 3. The ability to handle split-pay processing (two rates in one pay period) for both calendar and fiscal year-end periods.

4. The ability to handle multiple pay rate tables when necessary (e.g., Furloughs, Service Reductions).
5. The ability to provide biweekly leave accounting.
- C. At least five (5) years of experience, within the last 8 years, using Micro Focus APS/Microfocus Apps Master Builder for COBOL code generation.
- D. At least three (3) years of experience using ClearCase and CA Endeavor for software configuration management.
- E. At least five (5) years of experience using Maximo Service Desk to record and track service requests.
- F. Familiarity with report generation using Goal Mind Time and Attendance product.
- G. Familiarity with troubleshooting problems with Goal Mind Time and Attendance product.
- H. Proficient working knowledge with IBM Enterprise COBOL.
- I. Proficient working knowledge with Microfocus Apps Master Builder.
- J. Proficient working knowledge of IBM Rational Clear Case 9.0.
- K. In addition, proficient working knowledge with the following:
 1. Job Control Language (JCL)
 2. Time Sharing Option/Interactive System Productivity Facility (TSO/ISPF)
 3. Customer Information Control System (CICS)
 4. Query Management Facility (QMF)
 5. IBM DB2
 6. IBM DB2 Editor
 7. File Transfer Protocol (FTP)
 8. Hierarchical Storage Management (HSM)
 9. SQL Processing Using File Input (SPUFI)
 10. SyncSort (general-purpose sort program supported under z/OS)
 11. CA Inter Test (CA testing and debugging tool)
 12. The SemWare Editor (TSE Editor) used with large files & binary data
 13. PC Mapper (used for ad hoc data manipulation)
 14. Structured Query Language/Data Definition Language (SQL DDL)
 15. Data Store for Windows/Computer Output to Laser Disk (DSW/COLD)
 16. Microsoft Office 2013
- L. Be proficient in analysis of business problems.

- M. Be able to technically document work requirements and test plans.
- N. Have excellent oral and written communication skills.
- O. Have current practical experience in performing software configuration management functions in an environment using the tool sets described previously.

3.7.3.2 Software Configuration Management Resources

- A. The TO Contractor Personnel shall have at least eight (8) years of experience within the last twelve (12) years, in supporting the Software Configuration Management infrastructure.
- B. At least five (5) years of experience using IBM Rational ClearCase.
- C. At least five (5) years of experience managing IBM Rational ClearCase servers and performance monitoring.
- D. At least five (5) years of experience writing scripts to assist development staff in ClearCase operations.
- E. At least five (5) years of experience troubleshooting and repairing ClearCase build and environment issues.
- F. At least five (5) years of experience working with developers setting up their workstations and environments.
- G. Proficient knowledge with IBM Rational Clear Case 9.0.
- H. Proficient knowledge with Microsoft Windows Installer, Windows 7.0 and 10.0.
- I. Proficient knowledge with Microsoft Component Servers.
- J. Proficient knowledge with Windows Server Active Directory and LDAP environment.
- K. Proficient knowledge with C#, VB Script, HTML, XML, MS .NET, MS SQL Technologies.
- L. Proficient knowledge with Visual Studio IDEs 6.0, 2005, 2008, 2010 and 2012 environment.
- M. Proficient knowledge with Perl/Shell scripts, VB Makefiles, MS Build and Visual Build.
- N. Proficient knowledge with HTTPS, IIS, DNS, SMTP, JMS, SNMP, JDBC and ODBC.
- O. Be proficient in analysis of business problems.
- P. Be able to technically document work requirements and test plans.
- Q. Have excellent oral and written communication skills.
- R. Have current practical experience in performing software configuration management functions in an environment using the tool sets described previously.
- S. Experience testing using automated test tools, such as Salesforce and Azure.net.
- T. At least two (2) years of experience with installing/maintaining Microfocus Apps Master and providing product customization as required, configure developer work-space for development under Microfocus Apps Master.

3.7.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.7.5 Labor Categories

- A. The Labor Categories are identified and described in the **CATS+ RFP Section 2.10**. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (**Attachment B**) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes utilizing the form in **Appendix 4** shall be provided only for Key Personnel as described in **Section 3.7.4**. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.
- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.7.6 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.

3.7.7 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.7.8 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

3.7.9 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Department business hours (7:00 AM to 5:00 PM), Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.

- C. TO Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as but not limited to, resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. Scheduled non-Business Hours Support: Once personnel have demonstrated an understanding of the Department infrastructure, they will also be required to participate in a rotating emergency on-call schedule, providing non-Business Hours support. Typically, personnel assigned to Department non-Business Hours support are required to be on-call 24 hours a day for a seven-day period, one week out of every four to five weeks.
- E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- F. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- G. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.8 Substitution of Personnel

3.8.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.8.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed

removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice.

- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.8.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.8.3 Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.9 Minority Business Enterprise (MBE) Reports

3.9.1 MBE PARTICIPATION REPORTS

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

3.9.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

A. The TO Contractor shall submit the following reports by the 15th of each month to the Department at the same time the invoice copy is sent:

1. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
2. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.9.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) by the 15th of each month.

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

3.10 Work Orders

A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B**.

B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:

1. Technical requirements and description of the service or resources needed
2. Performance objectives and/or deliverables, as applicable
3. Due date and time for submitting a response to the request, and
4. Required place(s) where work must be performed

C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:

1. A response that details the TO Contractor's understanding of the work.
2. A price to complete the Work Order Request using the format provided using the format provided (see online sample).
3. A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
5. State-furnished information, work site, and/or access to equipment, facilities, or personnel

6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
 - B. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP. For a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
 - C. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
 - D. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes utilizing the forms in **Appendix 4** of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
 - E. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.11 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.11.1 – 3.11.5** (or the substance thereof) in all subcontracts.

3.11.1 TORFP Subject to CATS+ Master Contract

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data.

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

3.11.3 Contract Management Oversight Activities

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPplus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six-month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.11.4 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.11.5 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company. ****If an online Conference will be held use the following language****
- 4.1.7 Those wishing to attend the web Conference may request a meeting invitation by emailing <<contact name>> at <<contact email>> no later than 2:00 PM on <<deadline for contacting>>. <<An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the TO Procurement Officer will reply with a registration email with a link that may be used to register for the conference. **** if attendance to the web conference is open then you'll need to amend this language: ****>Registration must be completed by 2:00 PM <<registration deadline>>.

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (J01B2600008 – Employee Management Information Systems (EMIS) and Software Configuration Management (SCM) Support) and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.

- 4.3.3** Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5** TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

4.5 Oral Presentation

Master Contractors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Master Contractors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal.

The TO Procurement Officer will notify Master Contractors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

- 4.7.1** A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.7.2** In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

4.8 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

4.9 Conflict of Interest Affidavit and Disclosure

- 4.9.1** Offerors shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.9.2** 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.9.3** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.9.4** By submitting a Conflict-of-Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.10 Non-Disclosure Agreement

4.10.1 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.11 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.

5.3.4 E-mail submissions

A. All TO Proposal e-mails shall be sent with password protection.

B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.

C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to the Procurement Officer upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.

D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 20 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP J01B2600008 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1. TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2. the TO Technical Proposal in searchable Adobe PDF format,
 - 3. a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- B. TO Financial Proposal consisting of:
 - 1. TO Financial Proposal and all supporting material in Word format,
 - 2. the TO Financial Proposal in searchable Adobe PDF format,
 - 3. a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

5.4 Volume I - TO Technical Proposal

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1** In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2** The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1. Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2. Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
 - 3. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 4. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and

any required construction to satisfy the State's requirements as outlined in this TORFP.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) Key Personnel in response to this TORFP. Offeror shall:

1. Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
2. Complete and provide for each proposed resource **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Personnel Resume Form.
3. Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications. Also provide.
4. Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
5. Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b. Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c. Supporting descriptions for all labor categories proposed in response to this TORFP.
 - d. Description of approach for quickly substituting qualified personnel after start of the Task Order.

6. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

G. Master Contractor and Subcontractor Experience and Capabilities

1. Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:

- a. Name of organization.
- b. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c. Services provided as they relate to the scope of work.
- d. Start and end dates for each example engagement or contract.
- e. Current Master Contractor team personnel who participated on the engagement.
- f. If the Master Contractor is no longer providing the services, explain why not.

2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

Note - State of Maryland experience can be included as part of **G.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J. Additional Submissions:

1. Attachments and Exhibits.

- a. All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
- b. No attachment forms shall be altered. Signatures shall be clearly visible.

2. Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

3. Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.

4. A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:

- a. Authorizing entity POC name and alternate for verification
- b. Authorizing entity POC mailing address
- c. Authorizing entity POC telephone number

- d. Authorizing entity POC email address
- e. If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form).
- 5.5.3 **Attachment B**– Financial Proposal Form with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**
- 5.5.6 Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

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 Department will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

6.2.2 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2.A, B, C,)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.E, F, G, H, I, and J))

6.2.4 Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks). Please provide at least three (3) Firm contact references.

6.2.5 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests. (See TORFP § 3.7.4)

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B** - TO Financial Proposal Form.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

6.4.1 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to Interviews. All other Offerors will be notified of non-selection for this TORFP.
procurement officers, if you elect to down-select you MUST keep 10 TO Proposals via the down-select process and perform interviews. If the candidates at that point are not qualified, you may follow standard elimination procedures prior to opening financials.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPplus/CATS+NoticeToProceedSample.pdf>).

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: TORFP ATTACHMENTS AND APPENDICES

When to Submit	Attachment	Attachment Name
Before TO Proposal	A	Pre-Proposal Conference Response Form
Before TO Proposal	B	TO Financial Proposal Instructions and Form
With TO Proposal	C	Bid/Proposal Affidavit
With TO Proposal	D	MDOT MBE Forms A and B Important: MDOT MBE Form E, if a waiver is being requested, is also required with TO Proposal.
Within Ten (10) Business Days after recommended award	D	MDOT MBE Forms C and D
As directed in forms	D	MBE Forms D-5 and D-6
n/a	E	Veteran-Owned Small Business Enterprise (VSBE) Forms
With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
n/a	G	Federal Funds Attachments
With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)

When to Submit	Attachment	Attachment Name
n/a	J	HIPAA Business Associate Agreement
n/a	K	Mercury Affidavit
With TO Proposal	L	Location of the Performance of Services Disclosure
5 Business Days after recommended award	M	Task Order Agreement
n/a	N	RESERVED
n/a	O	RESERVED
n/a	P	Certification Regarding Investment in Iran
When to Submit	Appendix	Attachment Name
n/a	1	Abbreviations and Definitions
With TO Proposal	2	Offeror Information Sheet
Prior to commencement of work	3	Criminal Background Check Affidavit
With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 4A and 4B)
n/a	5	MDOT IT Security Plan 05.05.2017
When to Submit	Label	Attachment Name
5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number J01B260008

**Employee Management Information System (EMIS) and
Software Configuration (SCM) Support**

A Virtual Pre-Proposal teleconference will be held on **Wednesday August 11, 2021, 2:00 pm EST. Via TEAMS**

Please return this form by **Tuesday August 10, 2021, 2:00 pm local time**, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below: Once all Response Forms are received an invitation to the Teams meeting will be forwarded to all respondents.

Joe Palechek
E-mail: jpalechek@mdot.maryland.gov

Please indicate:

_____ Yes, our firm would like to attend the Virtual Pre-Proposal Conference. The following attendees would like to be sent the meeting details (please include name and e-mail address for each):

NAME OF FIRM: _____

_____ No, our firm will not be attending the Virtual Pre-Proposal Conference.

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 "TO Pre-proposal conference"):

Offeror: _____

Offeror Name (please print or type)

By: _____

Signature/Seal

Printed Name: _____

Printed Name

Title: _____

Title

Date: _____

Date

Attachment B. TO Financial Proposal Instructions & Form

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

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

Job Title from TORFP	CATS+ Labor Category Proposed by Master Contractor	Hourly Labor Rate (A)	Total Class Hours (B)	Proposal Price (C)
Year 1				
EMIS Resources – Qty Two (2) Individuals (Key Personnel)		\$	4080	\$
SCM Resources – Qty Two (2) Individuals (Key Personnel)		\$	4080	\$
SCM Resource – Qty One (1) Individual		\$	1200	\$
			Evaluated Price Year 1	\$
Year 2				
EMIS Resources – Qty Two (2) Individuals (Key Personnel)		\$	4080	\$
SCM Resources – Qty Three (3) Individuals (Two (2) Key Personnel)		\$	6120	\$
			Evaluated Price Year 2	\$
Year 3				
EMIS Resources – Qty Two (2) Individuals (Key Personnel)		\$	4080	\$
SCM Resources – Qty Three (3) Individuals (Two (2) Key Personnel)		\$	6120	\$
			Evaluated Price Year 3	\$
Year 4				
EMIS Resources – Qty Two (2) Individuals (Key Personnel)		\$	4080	\$
SCM Resources – Qty Three (3) Individuals (Two (2) Key Personnel)		\$	6120	\$
			Evaluated Price Year 4	\$
Year 5				
EMIS Resources – Qty Two (2) Individuals (Key Personnel)		\$	4080	\$
SCM Resources – Qty Three (3) Individuals (Two (2) Key Personnel)		\$	6120	\$
			Evaluated Price Year 5	\$
Total Proposal Price (Years 1 – 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement. All rates shall be valid for 120 days.

Attachment C. BID/PROPOSAL AFFIDAVIT

https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf

Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # J01B260008

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

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6 (Subcontractor Paid/Unpaid MBE Invoice Report). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 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 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.
- 5) 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.

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

I have met the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent (_____ %) and the following sub-goals, if applicable:

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

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

OR

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

2. Additional MBE Documentation

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

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a prime or subcontractor is a certified MBE in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and sub-goals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any sub-goals, the MBE prime must also list, in the Part 2 – MBE

Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver.

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6. Note: A dually certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE sub-goals for which it can be counted.
7. The Contractor's subcontractors are considered second-tier subcontractors. Third tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
8. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
 - A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
 - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
 - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
 - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
 - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the

subcontract for these supplies/products only (not installation) by the total Contract value.
Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

9. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

Example: \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

10. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, MUST at least equal the MBE participation goal **and** sub-goals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any sub-goals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the attached Goal/Sub-goal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and sub-goals (if any).

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GOAL/SUBGOAL PARTICIPATION WORKSHEET

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

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 4 OF 4

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

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

PAGE __ OF __

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

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> sub-goals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUB-GOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <hr/> <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned	3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any) 3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</u> _____ % Total percentage of Supplies/Products

<p><input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable).</p> <p>Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <hr/>	<p><u>x</u> 60% (60% Rule)</p> <p><u> % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any)</u></p> <p><u>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).</u></p> <p><u>(a) % Total percentage for self-performed items of work in which MBE is certified)</u></p> <p><u>(b) % (Insert 50% of MBE overall goal)</u></p> <p><u>(c) % (Insert subgoal for classification checked in Column 2, if applicable)</u></p> <p><u>Percentages for purposes of calculating achievement of MBE Participation goals:</u></p> <p><u>➔ For MBE Overall goal – Use lesser of (a) or (b)</u></p> <p><u>➔ For MBE Subgoal – Use lesser of (a) or (c)</u></p> <p><u>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</u></p>
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Check here if Continuation Sheets are attached.

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

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> sub-goals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUB-GOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being	Certification Number: (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned	3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u> <u> %</u> <u>(Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any)</u> 3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</u>

<p>counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable).</p> <p>Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p><input type="checkbox"/> Other MBE Classification</p> <hr/>	<p>_____ % Total percentage of Supplies/Products</p> <p>x 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any)</p> <p>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).</p> <p>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</p> <p>(b) _____ % (Insert 50% of MBE overall goal)</p> <p>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</p> <p><u>Percentages for purposes of calculating achievement of MBE Participation goals:</u></p> <p>➔ For MBE Overall goal – Use lesser of (a) or (b)</p> <p>➔ For MBE Subgoal – Use lesser of (a) or (c)</p> <p>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</p>
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Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

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

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

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

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

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

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

4. Please Check One:

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

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.

Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

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

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

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

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

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____

Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____	Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____	Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____
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IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

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

Attachment D-5

Maryland Department of Information Technology

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence		Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____	
Prime Contractor:		Contact Person:	
Address:			
City:	State:	ZIP:	
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
City:	State:	ZIP:	
Phone:	FAX:	Email:	

Subcontractor Services Provided:																																					
<p>List all payments made to MBE subcontractor named above during this reporting period:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	<p>List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td>\$ _____</td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid:		\$ _____
	<u>Invoice#</u>	<u>Amount</u>																																			
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Total Dollars Paid: \$		_____																																			
	<u>Invoice #</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Unpaid:		\$ _____																																			

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

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

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

This form must be completed by MBE subcontractor

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

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

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.	List dates and amounts of any unpaid invoices over 30 days old.	
<u>Invoice Amt</u>	<u>Date</u>	
1.		
	<u>Invoice Amt</u>	<u>Date</u>
	1.	

<p>2.</p> <p>3.</p> <p>Total Dollars Paid: \$ _____</p>	<p>2.</p> <p>3.</p> <p>Total Dollars Unpaid: \$ _____</p>
<p>Prime Contractor: _____</p>	
<p style="text-align: right;">Contact Person: _____</p>	

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

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

Signature: _____ Date: _____

(Required)

ATTACHMENT 2 - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

I. Definitions

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

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

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

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

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

II. Types of Actions MDOT will Consider

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Assisting Interested MBE/DBE Firms

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

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and

2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

average MBE/DBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

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

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

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

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

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

D. Other Documentation

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

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

ATTACHMENT 2 - MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
Part 2 – Certification Regarding Good Faith Efforts and Documentation

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

Company Name _____ Signature of Representative _____

Address _____ Printed Name and Title _____

City, State and Zip Code _____ Date _____

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

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
Part 3 – Identified Items of Work Bidder/Offeror Made Available to
MBE/DBE Firms

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

MDOT MBE/DBE FORM E
GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION
Part 4 – Identified MBE/DBE Firms and Record of Solicitations

PAGE __ OF

Prime Contractor	Project Description	Solicitation Number

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

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

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

Please check if Additional Sheets are attached.

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

Part 5 – Additional Information Regarding Rejected MBE/DBE Quotes

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

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

Please check if Additional Sheets are attached.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

**Attachment F. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the

Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. J01B2600008

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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 Offeror, TO 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 Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the TO Contractor shall continue performance until notified by the TO 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 AFFIDAVIT WITH Bid/PROPOSAL

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Maryland Department of Transportation (MDOT Or the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Employee Management Information System (EIMS) and Software Configuration Management (SCM) Support, Solicitation # J01B260008; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation 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. 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” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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. The 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 except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the Department all 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 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 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 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, in no event less restrictive than as set forth in 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;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:

MDOT

By:
(seal)

By:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

I-3 NON-DISCLOSURE AGREEMENT

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“TO Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

I-3 ALTERNATE NON-DISCLOSURE AGREEMENT (FOR SAAS)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through The Maryland Department of Transportation (MDOT or “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Employees Management Information System (EIMS) and Software Configuration Management Solicitation # J01B2600008; and

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

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

1. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) as defined in 45 CFR 160.103 that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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 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: (a) have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement, (b) to whom it has advised of the terms of this Agreement, and (c) who have agreed in writing to be bound by the terms of this Agreement. TO Contractor shall cause the TO Contractor’s Personnel to whom Confidential Information is disclosed to comply with the terms of this Agreement, and it shall be responsible for such compliance and fully liable for any failure to comply.
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 TO Agreement or who will otherwise have a role in performing any aspect of the TO Agreement, 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 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 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 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, in no event less restrictive than as set forth in 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;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor: _____ MDOT

By: _____ (SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. J01B2600008, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

___ have plans

___ have no plans

to perform any services required under the TO Agreement outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task Order Agreement

CATS+ TORFP# J01B2600008 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation (MDOT or the “Department”).

IN CONSIDERATION of the mutual promises 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 MDOT as identified in the CATS+ TORFP # J01B2600008.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B2600008, dated July 28, 2021, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Joe Palechek. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between MDOT and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Sherrie Link. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or 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 3 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:

The TO Agreement,
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of the "Effective Date" and expire on the <<xxth (xxth) >>anniversary thereof. ****if option periods exist add: **** At the sole option of the State, this TO Agreement may be extended for <<optionPeriods>> periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

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

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the MDOT's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

SIGNATURES ON NEXT PAGE

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, MDOT

By: Joe Palechek, TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

Attachment N. RESERVED

Attachment O. RESERVED

Attachment P. Certification Regarding Investments in Iran

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

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

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

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

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

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

CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. – Abbreviations and Definitions

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) - Code that allows two software programs to communicate with each other.
- D. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- F. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- I. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- J. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- K. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 2.12**
- L. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- M. Maryland Department of Transportation (MDOT) Office of Transportation Technology Services (OTTS) (or the “Department”)
- N. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- O. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- P. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- Q. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- R. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- S. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden

- name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- T. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - U. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
 - V. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
 - W. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
 - X. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet.
 - Y. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
 - Z. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
 - AA. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
 - BB. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
 - CC. State – The State of Maryland.
 - DD. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.
 - EE. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

- FF. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7) Operating procedures
- GG. Task Order (TO) – The scope of work described in this TORFP.
- HH. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- II. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- JJ. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- KK. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- LL. Third Party Software – Software and supporting documentation that:
- 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third-Party Software in the Proposal.
- MM. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- NN. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- OO. Work Order - A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.

Appendix 2. – Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that ____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the ____ (Master Contractor) _____ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order Employee Management Information System (EIMS) and Software Configuration Management (SCM) Support J01B2600008 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Appendix 4. - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, 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 three 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, three months.
2. 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.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 4A)** and the **Personnel Resume Form (Appendix 4B)** for each resource proposed. Alternate resume formats are not allowed.
 - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 4B)** demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum**

Qualification Summary shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

Every experience listed on the **Minimum Qualifications Resume Summary** must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

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

4A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # J01B2600008

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual's Name and Company/SubContractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 4B									
LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)										
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained, and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form Appendix 4B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 4B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 4B:	<insert cross-reference(s) to the full description on Form 4B>	
FROM	TO	Job Title and Company								
Match to Form Appendix 4B:	<insert cross-reference(s) to the full description on Form 4B>									
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category. Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form Appendix 4B</td> <td colspan="2"><insert cross-reference to the full description on Form 4B></td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form Appendix 4B	<insert cross-reference to the full description on Form 4B>	
FROM	TO	Job Title and Company								
Match to Form Appendix 4B	<insert cross-reference to the full description on Form 4B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

**Master Contractor
Representative:**

Proposed Individual:

Signature
 <<signatoryFirstName>>
 <<signatoryLastName>>

Printed Name:

Date

Signature

Printed Name

Date

4B. Labor Classification Personnel Resume Summary

TORFP # J01B2600008

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor: (offerorCompanyName)

Education / Training

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

Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] Description of Work...
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person (Optional if current employer)]

[Organization] Description of Work...
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person]

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first.

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			
Proposed Individual's Name/Company Name:		How does the proposed individual meet each requirement?	
LABOR CATEGORY TITLE:		<i>Offeror to Enter the Labor Category Name</i>	
Requirement (See Section 2.10)		Candidate Relevant Experience *	
Education: [Insert the education description from Section 2.10 for the applicable labor category]		Education:	
Experience: [Insert the experience description from Section 2.10 for the applicable labor category]		Experience:	
Duties: [Insert the duties description from Section 2.10 for the applicable labor category]		Duties:	

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

Appendix 5. – MDOT IT SECURITY PLAN

See Separately attached MDOT IT SECURITY PLAN