



**Consulting and Technical Services Plus (CATS+)**

**Task Order Request for Proposals (TORFP)**

**Project Management Resources**

**CATS+ TORFP #J01B3400040**

**Small Business Reserve (SBR) Only**

**Maryland Department of Transportation (MDOT)**

**Maryland Transportation Authority (MDTA)**

**ISSUE DATE: February 19, 2014**

## TABLE OF CONTENTS

<b>KEY INFORMATION SHEET</b> .....	<b>4</b>
<b>SECTION 1 - ADMINISTRATIVE INFORMATION</b> .....	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....	5
1.2 TO AGREEMENT .....	5
1.3 TO PROPOSAL SUBMISSIONS .....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS .....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE) .....	6
1.6 CONFLICT OF INTEREST .....	6
1.7 NON-DISCLOSURE AGREEMENT .....	6
1.8 LIMITATION OF LIABILITY CEILING .....	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....	6
1.10 IRANIAN NON-INVESTMENT .....	7
1.11 LIVING WAGE .....	7
1.12 QUESTIONS .....	7
1.13 CHANGE ORDERS .....	7
1.14 TRAVEL REIMBURSEMENT .....	7
1.15 PRE-PROPOSAL CONFERENCE .....	7
1.16 SMALL BUSINESS RESERVE (SBR) PROCUREMENT .....	7
<b>SECTION 2 - SCOPE OF WORK</b> .....	<b>8</b>
2.1 PURPOSE .....	8
2.2 REQUESTING AGENCY BACKGROUND .....	8
2.3 ROLES AND RESPONSIBILITIES .....	9
2.4 REQUIREMENTS .....	9
2.5 HARDWARE, SOFTWARE, AND MATERIALS .....	15
2.6 TO CONTRACTOR RESPONSIBILITIES .....	15
2.6 PROFESSIONAL DEVELOPMENT .....	15
2.7 WORK HOURS .....	15
2.8 PERFORMANCE EVALUATION .....	16
2.9 PERFORMANCE PROBLEM MITIGATION .....	16
2.10 SUBSTITUTION OF PERSONNEL .....	16
2.11 BACKUP/DISASTER RECOVERY .....	17
2.12 DELIVERABLE SUBMISSION PROCESS .....	17
2.13 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA .....	18
2.14 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....	19
2.15 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED .....	20
2.16 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS .....	20
2.17 INVOICING .....	21
2.18 INVOICE SUBMISSION PROCEDURE .....	21
2.19 MBE PARTICIPATION REPORTS .....	21
2.20 PREMISES AND OPERATIONAL SECURITY .....	22
2.21 SECURITY AND CONFIDENTIALITY .....	23
<b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS</b> .....	<b>24</b>
3.1 REQUIRED RESPONSE.....	21

3.2	FORMAT .....	21
3.3	TO TECHNICAL PROPOSAL .....	22
3.4	TO FINANCIAL PROPOSAL.....	23
<b>SECTION 4 – TASK ORDER AWARD PROCESS .....</b>		<b>27</b>
4.1	OVERVIEW .....	21
4.2	TECHNICAL PROPOSAL EVALUATION CRITERIA.....	21
4.3	SELECTION PROCEDURES .....	22
4.4	COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	23
<b>ATTACHMENT 1 – PRICE PROPOSAL .....</b>		<b>28</b>
<b>ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....</b>		<b>30</b>
<b>ATTACHMENT 3 – TASK ORDER AGREEMENT.....</b>		<b>54</b>
<b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>		<b>57</b>
<b>ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY .....</b>		<b>58</b>
<b>ATTACHMENT 6 – NOTICE TO PROCEED (SAMPLE).....</b>		<b>60</b>
<b>ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>		<b>61</b>
<b>ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>		<b>62</b>
<b>EXHIBIT A.....</b>		<b>62</b>
<b>ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST .....</b>		<b>65</b>
<b>ATTACHMENT 10 – CONTRACTOR PROJECT MANAGER PERFORMANCE EVALUATION .....</b>		<b>67</b>
<b>ATTACHMENT 11 – CONTRACTOR BI-WEEKLY STATUS REPORT.....</b>		<b>72</b>
<b>ATTACHMENT 12 – CRIMINAL BACKGROUND CHECK AFFIDAVIT .....</b>		<b>74</b>
<b>ATTACHMENT 13 – CERTIFICATION REGARDING INVESTMENTS IN IRAN .....</b>		<b>75</b>
<b>ATTACHMENT 14 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....</b>		<b>76</b>
<b>ATTACHMENT 15 – SMALL BUSINESS RESERVE AFFIDAVIT.....</b>		<b>76</b>

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposals (TORFP) J01B3400040 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	<b>Project Management Resources</b>
<b>TO Project Number:</b>	<b>J01B3400040</b>
<b>Functional Area:</b>	<b>Functional Area: #10 – IT Management Consulting Services</b>
<b>TORFP Issue Date:</b>	<b>02/19/2014</b>
<b>Question Due Date and Time</b>	<b>02/27/2014 at 2:00 p.m. Local Time</b>
<b>Closing Date and Time:</b>	<b>03/12/2014 at 2:00 p.m. Local Time</b>
<b>TORFP Requesting Agency:</b>	MDOT on behalf of the MDTA Division of Information Technology (MDTA DoIT)
<b>Send Questions and Proposals to:</b>	Joseph Palechek Email Address: <a href="mailto:jpalechek@mdot.state.md.us">jpalechek@mdot.state.md.us</a>
<b>TO Procurement Officer:</b>	Joseph Palechek Office Phone Number: 410-865-1129 Office Fax: 410-865-1388 Email Address: <a href="mailto:jpalechek@mdot.state.md.us">jpalechek@mdot.state.md.us</a>
<b>TO Manager:</b>	Delores Ragsdale Office Phone Number: 410-537-6734 Office FAX Number: 410-537-6750
<b>TO Type:</b>	Time and materials
<b>Period of Performance:</b>	Five years from NTP
<b>MBE Goal:</b>	25%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	TO Contractor to provide office space at TO Contractor's base location. Meetings, interviews, other work that must be performed on site primarily will be at MDTA base location (Point Breeze Complex, Broening Highway, Baltimore, Maryland) in Central Maryland area, but may be at any other MDTA location.
<b>TO Pre-proposal Conference:</b>	There will be no pre-proposal conference for this TORFP

## **SECTION 1 - ADMINISTRATIVE INFORMATION**

### **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8MB, as two (2) attachments in MS Word format version 2007 or greater in compatibility mode. The "subject" line in the e-mail submission shall state the TORFP #J01B3400040. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J01B3400040Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J01B3400040 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible: No forms shall be altered.

Attachment 1 – Price Proposal

Attachment 2 – MBE Forms D1 and D-2

Attachment 4 – Conflict of Interest and Disclosure Affidavit

Attachment 5 – Labor Category Personnel Resume Summary

Attachment 13 – Certification Regarding Investments in Iran

Attachment 14 –Living Wage Affidavit of Agreement

Attachment 15 – Small Business Reserve Affidavit

Proposed Candidate(s) Project Management Professional (PMP) Certificate

**NOTE:** There is a file size limitation on inbound emails. Email shall be no more than eight (8) megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

### **1.4 ORAL PRESENTATIONS/INTERVIEWS**

All Master Contractors' proposed staff will be required to make an oral presentation to State representatives in the form of interviews. Significant representations made by a Master Contractor

during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The TO Manager will notify Master Contractor of the time and place of interviews. All interviews shall be conducted in person. The TO Manager is responsible for scheduling interviews.

## **1.5 MINORITY BUSINESS ENTERPRISE (MBE)**

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) along with the TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation along with its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

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

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

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MDTA 2340 Broening Highway, Baltimore MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 8.

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 9 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a

TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

#### **1.10 IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 13 of this TORFP.

#### **1.11 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. Affidavit of Agreement submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 14 for a copy of the Living Wage Affidavit of Agreement.

#### **1.12 QUESTIONS**

All questions must be submitted via email to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

#### **1.13 CHANGE ORDERS**

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

#### **1.14 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

#### **1.15 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this TORFP.

#### **1.16 SMALL BUSINESS RESERVE (SBR) PROCUREMENT**

This is a SBR only Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and Procurement Article §14-501-14-505, Annotated Code of Maryland, and who are registered with the Department of General Services (DGS) SBR Program are eligible for award of a contact. See Attachment 15.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The MDOT on behalf of the MDTA is issuing this CATS+ TORFP to obtain the services of four (4) qualified project manager resources who will work with MDTA DoIT staff at the Point Breeze Complex, buildings 2310, 2340, and 2400 on Broening Highway, Baltimore, Maryland and with other MDTA business unit staff at various MDTA locations (at any of our facilities, but with the majority of the work based in the Baltimore, Maryland region) to perform Information Systems project management functions.

To be considered responsive, the proposer shall submit exactly four (4) proposed personnel. Fewer than four proposed personnel or greater than four proposed personnel will be considered non responsive.

Pursuant to Maryland State Code (COMAR) 15-508, the TO Contractor and all subcontractors will be excluded from bidding on any procurement resulting from work performed under the scope of work.

### 2.2 REQUESTING AGENCY BACKGROUND

The MDTA is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the MDOT. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland.

#### 2.1.1 AGENCY ENVIRONMENT

The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily Windows-based server operating systems (Windows 2003/2008 Server) within a VMWare virtual environment.

The MDTA's desktop computers are primarily Windows XP Professional and Windows 7 Professional with the following standard software packages:

- Adobe Acrobat Reader 8.0
- Google Earth Enterprise Client 6.1
- Internet Explorer 8.0
- Microsoft Office Outlook 2003 (with Microsoft Exchange Server 2003 backend)
- Microsoft Office Professional 2003

MDTA currently uses the following systems and technologies:

- ArcGIS/ SDE
- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- Google Earth Enterprise
- IA Pro
- IBM Maximo 4.1.1 Transportation
- MdE, Inc's AutomateD Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL Financial Management System & Business Portal
- OpenText Livelink 9.x
- OrgPlus Enterprise (OPE)
- Power DMS
- Primavera



- Salesforce
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Server Reporting Services
- Microsoft SQL Server 2005 & 2008
- Oracle 11g

MDTA anticipates that during the duration of this TORFP, the following new technologies may be implemented:

- Implementation/expansion of web based reporting and data entry
- Implementation of Computer Aided Dispatch/Records Management Systems (CAD/RMS)
- Microsoft Dynamics SL 2011
- Microsoft Office 2010
- Migrate from MS Exchange to Google Gmail/Google Docs
- Using Thin Client Devices connecting to a Virtual Desktop (VDI) to replace existing desktop computers

## 2.3 ROLES AND RESPONSIBILITIES

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 including Change Orders.

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

TO Contractor's role and responsibility is to provide qualified resources to perform project management tasks successfully, according to the standards and procedures of the Project Management Institute (PMI) and Project Management Body of Knowledge (PMBOK).

MDOT Contract Management Officer (CMO): The CMO is responsible for the management of the contract after award.

## 2.4 REQUIREMENTS

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

2.4.1	<ul style="list-style-type: none"> <li>• Plan and/or manage small to major IT projects that may or may not be underway for MDTA's various business units. Will require managing a team composed of MDTA subject matter experts, IT staff, and/or contractor resources doing planning work, confirming functional requirements, defining interfaces, establishing test and training plans, provide IT consulting activities that objectively assess, identify, advise, evaluate and recommend IT business application and or IT program solutions at the approval of the MDTA on behalf of the MDTA. Some current project types include but are not limited to: <ul style="list-style-type: none"> <li>• Implementation of new IT systems or software,</li> <li>• Definition and implementation of automated interfaces between existing IT systems,</li> <li>• IT infrastructure projects such as a software upgrade or hardware deployment projects,</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>On-going upgrade and enhancement projects for existing applications</li> </ul>
2.4.2	As assigned by the TO Manager, assist customer areas in articulating requests for new systems.
2.4.3	As assigned by the TO Manager, plan and/or manage new projects where the TO Manager has determined there would be no conflict of interest.
2.4.4	Plan, coordinate and/or attend internal MDTA meetings as requested.
2.4.5	Travel between the TO Contractor's office and the MDTA. TO Contractor personnel shall have a valid driver's license and their own transportation. MDTA will not provide reimbursement for travel
2.4.6	Perform ongoing Project Manager tasks include the following:
2.4.6.1	Achieve the project's objectives
2.4.6.2	Define and managing project scope
2.4.6.3	Manage stakeholder expectations
2.4.6.4	Manage the project team
2.4.6.5	Collaboratively assign work tasks to the project team and monitor their progress
2.4.6.6	Keep the project on track in terms of tasks, schedule, and budget
2.4.6.7	Proactively identify and address any issues or risks
2.4.6.8	Developing and then maintaining a project management plan for all assigned projects
2.4.6.9	Develop and then maintain a Work Breakdown Structures (WBS) on assigned project(s) activities using Microsoft Project 2007 or other industry-standard tools
2.4.6.10	Manage any collaborative project workspace environment including share drives for the program or project and updates to the workspace
2.4.6.11	File in the project workspace and/or designated share drives all project documents/artifacts assigned to TO Contractor personnel for completion.
2.4.6.12	Prepare a monthly project status report for MDTA project stakeholders
2.4.6.13	Manage Change Control, issues escalation and resolution, Schedule, Costs, Resources and Stakeholders as defined in the project management plan
2.4.6.14	Review deliverables by the project development team/contractor for completeness, adherence to standards and contract requirements
2.4.6.15	Work closely with functional managers to resolve team members' workload conflicts
2.4.6.16	Ensure appropriate product-related training and documentation are developed and made available to customers
2.4.6.17	Manage validation of functional requirements and provide support for the Request For Proposal process
2.4.6.18	Manage the development of systems documentation
2.4.6.19	Ensure that all deliverables identified in the approved project plan are completed
2.4.6.20	Provide accurate and timely reporting on the project's status and progress

2.4.6.21	Conduct Lessons Learned sessions, as assigned
2.4.6.22	Adhere to all MDTA internal policies governing telephone, internet and email, change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data for all work performed under this TORFP
2.4.6.23	Construct, update, and/or supervise the creation of any project artifact necessary for the delivery of the project and to meet State SDLC requirements.
2.4.6.24	TO Contractor personnel shall develop or participate in the development of TORFPs, RFRs, and RFPs, as well as coordinate the corresponding procurement process. Please Note: Pursuant to Maryland State Code (COMAR) 15-508, the TO Contractor and all subcontractors will be excluded from bidding on these procurements
2.4.6.25	Become thoroughly knowledgeable on all aspects of the project assigned.
2.4.6.26	<p>Provide guidance and oversight consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC. Manage and integrate project resources including oversight of the project team. Exercise PM best practices for the Project and oversee and perform project activities consistent with the nine knowledge areas including:</p> <ul style="list-style-type: none"> <li>• Procurement Management - consisting of procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities.</li> <li>• Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.</li> <li>• Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.</li> <li>• Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.</li> <li>• Cost Management - consisting of resource planning, cost estimating, and budgeting and cost control activities.</li> <li>• Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities.</li> <li>• Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.</li> <li>• Quality Management - consisting of quality planning, quality assurance and quality control activities.</li> </ul> <p>Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.</p>
2.4.6.27	<p>Implement organizational change management that includes a holistic approach and process for leading the Agency(ies) and its people through the planned changes from the project including:</p> <ul style="list-style-type: none"> <li>• Building buy-in for the change(s);</li> <li>• Anchoring the change(s) in business operations;</li> <li>• Ensuring that the people in the organization are ready, willing, and able to adopt the change(s); and</li> <li>• Managing and measuring the change(s) so that the change(s) implemented are sustained and the desired benefits of the changes are realized.</li> </ul>

2.4.6.28	<p>Create and manage updating of the Project Management Plan.</p> <ul style="list-style-type: none"> <li>• Ensure that plan components adequately document how the project will be executed, monitored and controlled.</li> <li>• Ensure that the plan adequately defines the managerial, technical, and supporting processes and activities necessary for sound project development.</li> <li>• Ensure that the plan adequately covers topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the project.</li> </ul>
2.4.6.29	<p>Review and provide input and updates to the Work Breakdown Structure (WBS) consistent with PMBOK standards for all project work.</p>
2.4.6.30	<p>Create and manage updating of the Integrated Master Schedule based on the WBS (see above) and usable for tracking project activities.</p> <ul style="list-style-type: none"> <li>• This schedule shall include all project management, agency and contractor(s) activities in sufficient detail to manage the project.</li> <li>• The schedule shall include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities.</li> <li>• The activities duration in the master schedule shall be at appropriate level of granularity to manage and track project progress. As a general rule of thumb, activity durations on the master schedule shall be broken down to greater than 8 hours and less than 80 hours in duration.</li> </ul> <p>Oversee appropriate updates to the Project Management Plan and related project components as outlined in the SDLC.</p>
2.4.6.31	<p>Assist with integration of other Project Contractors' schedules and methodologies into the <i>Integrated Master Schedule</i> to track all project progress.</p>
2.4.6.32	<p>Ensure appropriate updates to the Project Management Plan and related project components as outlined in the SDLC.</p>
2.4.6.33	<p>Create and manage updating of the Communications Management Plan for all project stakeholders.</p> <ul style="list-style-type: none"> <li>• Include stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan.</li> </ul> <p>Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.</p>
2.4.6.34	<p>Create and manage updating of the Risk Management Plan (RMP) and Risk Registry.</p> <p>At a minimum the RMP shall:</p> <ul style="list-style-type: none"> <li>• Identify and prioritize potential risks to successful completion of the SDLC Phases.</li> <li>• Incorporate pertinent risk information found in the status reports.</li> <li>• Include a Risk Registry of all project risks that will be updated throughout the project.</li> </ul>
2.4.6.35	<p>Develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders.</p>
2.4.6.36	<p>Create and manage updating of the <b><i>Requirements Traceability Matrix (RTM)</i></b> that describes and provides a numbering system for all project requirements for traceability through testing.</p>

	<p>The RTM process is part of the Quality Management Plan.</p> <ul style="list-style-type: none"> <li>• The RTM shall include test scenarios and acceptance criteria for all technical and functional requirements.</li> <li>• Participate and ensure that the Project Team members participates in requirements development as needed and traces requirements through testing and implementation via updates to the RTM.</li> <li>• Ensure that RTM updates are in conjunction with weekly requirements / design reviews.</li> <li>• Work closely with the Project Team and any Contractors to develop or review and update detailed project requirements. Requirements activities may include: <ul style="list-style-type: none"> <li>– Stakeholder interviews;</li> <li>– Documenting before and after business processes;</li> <li>– Review of existing requirements documentation;</li> <li>– Joint Application Development (JAD) sessions;</li> <li>– COTS software “gap fit analysis”;</li> <li>– Demonstrations of existing similar systems (benchmarking); and</li> <li>– Requirements walkthroughs</li> </ul> </li> </ul>
2.4.6.37	<p>Create and manage updating of the Quality Management Plan.</p> <p>At a minimum the QMP shall:</p> <ul style="list-style-type: none"> <li>• Describe the process for quality management of project deliverables via the DCM process.</li> <li>• Describe the process for quality management of requirements using the RTM.</li> <li>• Describe the processes for quality management of testing, software development and configuration management, as applicable.</li> <li>• Develop a written procedure for configuration control for application code promotion.</li> </ul>
2.4.6.38	<p>Ensure project governance and control according to the Project Management Plan.</p> <ul style="list-style-type: none"> <li>• Work with the Project Team and any Contractors to address schedule variances.</li> <li>• Ensure the documentation of schedule variances in the Integrated Master Schedule and Status Report.</li> </ul>
2.4.6.39	<p>Ensure that the Project Team will collect, organize, store, and manage project documents in a central repository. This includes:</p> <ul style="list-style-type: none"> <li>• Maintaining current and archival files (electronic and paper)</li> <li>• Collecting and distributing information to and from stakeholders</li> <li>• Entering updates into project tracking systems to record baseline and maintain document control.</li> </ul>
2.4.6.40	<p>Function as a liaison between Agency personnel, project stakeholders and any Contractors.</p>
2.4.6.41	<p>Assign other minor duties related to project management support to the Project Team. Minor duties may include:</p> <ul style="list-style-type: none"> <li>• Responding to phone calls and email</li> <li>• Scheduling and attending ad hoc meetings</li> <li>• Engaging in task order performance discussions</li> <li>• Coordinating Development Contractor invoicing</li> <li>• Participating in Independent Verification &amp; Validation (IV&amp;V) assessments.</li> </ul>

2.4.6.42	<p>Create and manage updating of the Human Resource Management Plan.</p> <p>At a minimum, the Human Resource Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Identify project tasks and assignments and work with Agency and any Contractors to resolve workload conflicts.</li> <li>• Define roles and responsibilities needed for each resource on the project.</li> <li>• Provide projections for resource and resource utilization.</li> <li>• Define staff acquisition strategy including backfilling of State resources if applicable.</li> <li>• Document staff training plan if required.</li> </ul> <p>Define organizational structure based on resources.</p>
2.4.6.43	<p>Create and manage updating of the Schedule Management Plan.</p> <p>At a minimum, the Schedule Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Document tools the project will use to manage the schedule and frequency of updates.</li> <li>• Define process for how schedule shall be tracked and reported including metrics used to report overall schedule performance.</li> <li>• Define process for schedule change process, including the process for baselining schedule and approving schedule changes.</li> </ul>
2.4.6.44	<p>Create and manage updating of the Cost Management Plan.</p> <p>At a minimum, the Cost Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Establish the activities and criteria for planning, structuring, and controlling project costs.</li> <li>• Establish the project cost baseline through cost estimation and budget determination.</li> <li>• Define cost estimating and cost controls for the project.</li> </ul> <p>Define and document how costs and cost variances will be reported regularly.</p>
2.4.6.45	<p>Create and manage updating of the Procurement Management Plan.</p> <p>At a minimum, the Procurement Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Define the procedures for how the project will purchase or acquire all products and services needed from outside the team to perform project tasks</li> <li>• Document procurement management activities for the project.</li> <li>• Document contract management activities for the project.</li> </ul>
2.4.6.46	<p>Perform and manage training</p> <ul style="list-style-type: none"> <li>• Create or assist with the creation of training plans</li> <li>• Create or assist with the creation of training schedules</li> <li>• Manage or perform training as may be required by the project.</li> </ul>
2.4.6.47	<p>Management presentation (oral and written in MS Power Point) as needed or directed</p>
2.4.6.48	<p>Individuals proposed for this TORFP shall become familiar with and adhere to the system development life cycle (SDLC) methodology established by the State DoIT for all major Information System efforts. These individuals shall have experience in creating and updating SDLC documents.</p>

## **2.5 HARDWARE, SOFTWARE, AND MATERIALS**

There are no hardware, software, or materials requirements to be furnished under the scope of this TORFP.

## **2.6 TO CONTRACTOR RESPONSIBILITIES**

No State equipment is provided. If state equipment such as a computer is available on site, it will be provided but there is no guarantee.

1. TO Contractor shall provide a laptop computer compatible with the MDTA environment for each TO Contractor resource.
  - a. Each laptop computer shall contain software needed to perform the project management work, including but not limited to:
    - i. (such as compatible MS Office Suite 2007; MS Visio2007; MS Project 2007; Adobe Acrobat Standard ) to its personnel.
2. TO Contractor Personnel shall have a valid driver's license.
3. TO Contractor Personnel shall have transportation to MDOT locations as required by the project.
4. TO Contractor Personnel shall maintain Project Management Certification from PMI throughout the term of the TO.
5. TO Contractor shall provide office facilities for TO Contractor when MDTA facilities prevent assigning space to the TO Contractor Personnel.

## **2.6 PROFESSIONAL DEVELOPMENT**

Project management resources shall possess current project management certification from the PMI and shall maintain that certification throughout the term of this TORFP.

The TO Contractor shall ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for personnel deployed to MDTA may not be charged to this task order. Actual course costs, travel, and related expenses are also the responsibility of the TO Contractor.

## **2.7 WORK HOURS**

The TO Contractor's assigned personnel will work an eight-hour day (specific hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction and Furlough Days. TO Contractor personnel shall be available during normal business hours to receive and respond to requests and/or feedback.

Full-time TO Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by TO Manager. A flexible work schedule may be used with TO Manager approval, including supporting 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.

The TO Contractor staff shall work on site at MDTA facilities, as long as space is available. When MDTA facility space is available, TO Contractor staff may work remotely one day per week if

approved in advance and in writing by the TO Manager. A secure RSA token and appropriate software will be provided for access to the MDTA network if required to perform work

The TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days and State Furlough Days.

Contractor personnel are not to exceed 40 hours per week, unless authorized in writing in advance by the TO Manager. In no instance will compensation be given for overtime hours not approved in advance and in writing by the TO Manager.

Requests for leave shall be submitted to the Task Order Manager in writing at least two weeks in advance. The Task Order Manager reserves the right to request a temporary replacement of an individual of equal qualifications if leave extends longer than one consecutive week. In cases where there is insufficient coverage, leave may be denied.

## **2.8 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager as needed or at least annually for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 10– Contractor Project Manager Performance Evaluation.

The TO Contractor personnel shall maintain a “Meets Expectation” in each category of the performance evaluation (i.e., Work Quality, Work Quantity, Working Relationships, Work Habits, and Performance Management Rating). Performance issues identified by MDTA are subject to the mitigation process described in Section 2.9 below.

## **2.9 PERFORMANCE PROBLEM MITIGATION**

In the event the MDTA is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows.

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office (CMO) in writing describing the problem and delineating remediation requirements.
- The TO Contractor will have three business days to respond with a written remediation plan.
- The remediation plan will be implemented immediately upon written acceptance by the TO Manager.
- Should performance issues persist, the TO Manager will notify MDOT CMO
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

## **2.10 SUBSTITUTION OF PERSONNEL**

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

After award, the substitution of personnel procedures is as follows:

- The TO Contractor may not substitute personnel without the prior approval of the agency.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.



- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## **2.11 BACKUP/DISASTER RECOVERY**

To ensure the safety of MDTA documents TO Contractor Personnel are required to save and store all project information, files and data on the designated MDTA share drive and folder, such as but not limited to Project Plans, WBSs, monthly status reports, weekly status reports, meeting minutes, requirements, documentation, and all other written documents relating to any assigned project or work.

## **2.12 DELIVERABLE SUBMISSION PROCESS**

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

. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.12.1. Drafts of all final deliverables, except status reports, are required at least two (2) weeks in advance of when all final deliverables are due. Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.12.1.

A written deliverable defined as a final document shall satisfy the scope and requirements of this TORFP for that deliverable.

### **2.12.1 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

- Shall satisfy the scope and requirements for that deliverable for the specific project.
- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- In each section of the deliverable, include only information relevant to that section of the deliverable
- Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards, including MDTA Office of Project Management's established standards.
- Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

### 2.13 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

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

ID	Deliverables Description	Acceptance Criteria	Due Date / Frequency
2.13.1	<b>Deliverable – Weekly Status Reports</b>	<p>The TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager a one-page status report (in MS Word 2007 format, template to be provided) that summarizes the following:</p> <ul style="list-style-type: none"> <li>• Name, Date, Reporting Period</li> <li>• Top Three Priorities in this Reporting Period</li> <li>• Actual Tasks &amp; Accomplishments for the reporting period</li> <li>• Planned Tasks &amp; Accomplishments for the next reporting period</li> <li>• Exceptions to Previously Planned vs. Actual for last reporting period</li> <li>• Outstanding Due Dates</li> <li>• Scheduled Time Off</li> <li>• Hours worked (start and end times, and total time actually worked each day) by individual TO Contractor personnel</li> <li>• Hours cumulatively charged to any project worked on and other administrative categories,</li> </ul> <p>Reported tasks &amp; accomplishments may include deliverables received, reviewed, distributed; planned; meetings held or planned (date, purpose, attendees); documents developed; meeting minutes, SDLC documents and other project-related artifacts (indicate draft or final version).</p>	By Monday, 12:00 pm (Noon) of every other week, (or as requested by the TO Manager)

ID	Deliverables Description	Acceptance Criteria	Due Date / Frequency
2.13.2	<p><b>Deliverable – Monthly Project Status Reports</b></p>	<p>For each assigned project, the TO Contractor personnel shall be responsible for compiling and submitting to the TO Manager, project stakeholders, DoIT Management, other Project Managers, and others as appropriate, a monthly project status report (in MS Word 2007 format, template to be provided) that includes the following:</p> <ul style="list-style-type: none"> <li>• Assigned project number and project name; Baseline End Date; Phase; Current Projected End Date; Current Projected Cost</li> <li>• Scope/Purpose</li> <li>• Accomplishments</li> <li>• Current status</li> <li>• Forecast</li> <li>• Issues for Stakeholder attention, including identification, escalation, and resolution steps</li> <li>• Schedule Analysis</li> <li>• Budget Analysis</li> <li>• Risk Analysis</li> <li>• Updated project schedule (in MS Project 2007 format) or format agreed to in advance by the TO Manager.</li> </ul>	<p>By the second working (business) day of each month</p>
2.13.3	<p><b>Deliverable – Project Artifacts such as Project Management Plan and Work Breakdown Structure (WBS)</b></p> <p>The TO Contractor personnel will be responsible for project deliverables in accordance with each project’s requirements, MDTA standards, and in accordance with State of Maryland SDLC requirements. These will be determined and agreed upon for each project before work begins. These may include, for example, Any Project Management document recognized by the Project Management Body of Knowledge (PMBOK).</p>	<ul style="list-style-type: none"> <li>• For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one electronic copy compatible with current MDTA software architecture.</li> <li>• An outline of each major deliverable will be required before beginning of development of the deliverable. This outline will be reviewed by the project team and/or management and approved by the TO Manager. It is anticipated at least one if not several meetings will be required with project team and/or TO Manager to insure content is complete. MDTA templates exist for Project Management Plans and standards are established for other deliverables in the MDTA Project Management Guide.</li> </ul>	<p>To be determined by the assigned project</p>

## 2.14 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. The TO Contractor shall adhere to and remain abreast of current, new, and

revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s SDLC methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the PMI PMBOK
- TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.
- The TO Contractor personnel shall follow all MDTA Standard Operating Procedures (SOP).

## 2.15 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Master Contractor and proposed staff shall document a professional level of expertise in project management. The proposed staff shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described in this TORFP. The TO Contractor shall demonstrate in its proposal that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## 2.16 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

2.16.1	Individuals proposed shall possess current certification as Project Managers by the PMI as certified Project Management Professional (PMP®) or industry equivalent. While MDTA prefers the PMP® certification, equivalent certifications will be acceptable, provided the TO Contractors proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification.
2.16.2	In addition to project management certification, individuals proposed shall have five (5) years demonstrable experience in Requirements Management, Software Configuration Management, and Testing. This experience shall be at least creating test plans and managing the testing and organizing the results. <i>Resumes Via Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format MM/YYYY.</i>
2.16.5	The TO Contractor shall propose individuals each of whom shall possess expertise in at least four of the following types of systems, and demonstrate at least five (5) years of experience specifically relating to four of these types of systems. Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format MM/YYYY:  <ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Budget Systems</li> <li>• Document Management Systems</li> <li>• Financial Systems</li> <li>• Geographic Information System (GIS)</li> <li>• Infrastructure Support</li> </ul>

	<ul style="list-style-type: none"> <li>• Maintenance Management</li> <li>• Management Reporting</li> <li>• Procurement Systems</li> <li>• Project/Program/Portfolio Management Systems</li> </ul>
	The TO Contractor shall propose personnel who have excellent verbal and written communication skills, contract management skills, and coordination and organizational skills. <i>Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format MM/YYYY.</i>
2.16.6	Attachment 5 shall demonstrate at least five (5) years of experience leading efforts where an SDLC methodology was employed. <i>Attachment 5 shall demonstrate this experience clearly and the duration of the experience in the format MM/YYYY.</i>

**2.17 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and shall be submitted to the TO Manager for payment approval on a monthly basis by the 10<sup>th</sup> business day of each month for all work completed in the previous month.

Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the contractor.

**2.18 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

A. The invoice shall identify the Maryland Transportation Authority as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, the resource name; number of hours worked in the period; the hourly rate, be accompanied by weekly status reports with sufficient detail to justify the hours billed; and a TO Contractor point of contact with telephone number.

B. The TO Contractor shall send the original of each invoice and supporting documentation submitted for payment to the MDTA to the following email address:

[dragsdale@mdta.state.md.us](mailto:dragsdale@mdta.state.md.us)  
 Delores Ragsdale, TO Manager  
 2340 Broening Highway, Suite 117  
 Baltimore, MD 21224  
 401-537-1075

C. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

**2.19 MBE PARTICIPATION REPORTS**

The TO Contractor shall submit reports (Attachment 2), on a monthly basis, of those contracts and other business transactions executed with minority business enterprises, in accordance with the terms and

conditions of the CATS+ Maser Contract. The reports shall be due on the 15<sup>th</sup> calendar day of every month. If the TO Contractor cannot submit their report on time, the Contractor shall notify the MDTA's representative and request additional time to submit the report. Failure of the TO Contractor to report in a timely manner may result in a finding of noncompliance. Additional reports may be required by the MDTA upon request.

To insure compliance with the certified MBE Contract participation goal, the TO Contractor shall:

- A. Submit monthly reports listing all unpaid invoices over 30 days, from certified MBE subcontractors, and the reason payment has not been made.
- B. Include in its agreement, with certified MBE subcontractors a, requirement that MBE subcontractors are to submit monthly, to the Administration, a report identifying the prime Contractor and listing the following:
  1. Payment received from the prime Contractor, in the proceeding 30 days;
  2. Invoices for which the subcontractor has not been paid.
- C. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations
- D. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- E. Upon request for the procuring agency or MBE Compliance Office, the bidder/contractor will submit copies of cancelled checks, if those documents are needed to resolve payment disputes.
- F. All such records and reports shall be retained for a period of three years following acceptance of final payment and shall be available for inspection by MDOT and MDTA.

## **2.20 PREMISES AND OPERATIONAL SECURITY**

- Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI. The TO Contractor shall complete Attachment 12
- TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- MDTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDTA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

Employees' and subcontractors' background check certifications are to be renewed annually, and at the sole expense of the TO Contractor.

## **2.21 SECURITY AND CONFIDENTIALITY**

The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the MDTA's Information Technology Security Policies and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Budget and Management's web page at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) under Technology.

The TO Contractor personnel will be required to sign the MDOT Security Advisory, MDTA Non-disclosure Agreement, and abide by MDTA Internet and e-mail Use Policy. Additionally, if the Contractor requires third party connectivity to the MDOT Network, the TO Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

Information and information technology systems are essential assets of the State of Maryland. They are vital to the citizens of the State. Information assets are critical to the services that agencies provide to citizens, businesses, educational institutions, as well as, to local and federal government entities and to other State agencies. All information created with State resources for State operations is the property of the State of Maryland. All agencies, employees, and contractors of the State are responsible for protecting information from unauthorized access, modification, disclosure and destruction.

All employees, contractors, and contract personnel are responsible for:

- Being aware of their responsibilities for protecting IT assets of the State
- Exercising due diligence in carrying out the IT Security Policy
- Being accountable for their actions relating to their use of all IT Systems
- Using IT resources only for intended purposes as defined by policies, laws and regulations of the State

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## SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

### 3.1 REQUIRED RESPONSE

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

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

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. A TO Proposal shall contain the following sections in order:

1. To be considered responsive, the proposal must address all requirements in this TORFP
2. To be considered responsive, the proposal must be organized and presented in the same order as the TORFP, acknowledging or responding to every section of this TORFP, in the same numbered sequence.

### 3.3 TO TECHNICAL PROPOSAL

#### A. Proposed Services

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

#### B. Proposed Personnel

To be considered responsive, the proposal must submit **exactly four proposed personnel**. Fewer than four proposed personnel or greater than four proposed personnel will be considered non responsive.

1. Identify and provide resumes via Attachment 5 for all proposed personnel by labor category. The Attachment 5 should feature prominently the proposed personnel's skills and experience as they relate to the TO Contractor's proposed solution and Section 2 – Scope of Work. To be considered responsive, the proposed personnel work experience start and end dates shall include month and year (MM/YYYY – MM/YYYY).
2. Document and certify that all proposed personnel meet the minimum required qualifications and possess the required certifications described in Sections 2.15 and 2.16. Proof of certification consists of: a copy of a current PMP certification with number from the Project Management Institute. Attachment 5 – Labor Category



Personnel Resume Summary signed is required at the time of submission of the proposal

3. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TORFP.
4. Provide for each candidate three examples of work assignments completed by that proposed personnel that were similar in scope to those identified in the TORFP. Each of the three examples shall include a reference containing the following:
  - a. Name of organization
  - b. Name, title, telephone number, email address of point of contact for the reference (point of contact shall be accessible and knowledgeable regarding experience)
  - c. Type and duration of contract(s) supporting the reference
  - d. The services provided, the scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
  - e. Whether the proposed personnel are still providing these services and if not an explanation of why services are no longer provided to the organization

C. MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D. Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E. Master Contractor and Subcontractor Experience and Capabilities

1. Provide three (3) examples of projects or contracts that the Master Contractor and proposed sub-contractors have completed that were similar to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:
  - a. Name of organization.
  - b. Point of contact name, title, email address and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates (mm/dd/yyyy) for each example project or contract. 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:
  - a. Name of organization.
  - b. Point of contact name, title, email address and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.

- e. Dollar value of the contract.
- f. Whether the contract was terminated before the original expiration date.
- g. Whether any renewal options were not exercised.

Note:

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

- F. **Proposed Facility**  
Identify Master Contractor's facilities, including address, from which any work will be performed.
- G. **State Assistance**  
Provide a description of expectation concerning participation by State personnel.
- H. **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 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

### **3.4.2 TO FINANCIAL PROPOSAL**

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. **Completed Price Proposal - Attachment 1: with all rates fully loaded.**  
The Master Contractor shall indicate on Attachment 1 the Appropriate Labor Category being Proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date. Pricing shall be valid for 120 days.

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

- Format of the TO Proposal as described in Section 3 – Task Order Proposal Format and Submission Requirements.
- Experience of the TO Contractor’s proposed personnel as described in Section 2 – Scope of Work. Attachment 5 must demonstrate this experience clearly
- Experience of the TO Contractor’s proposed personnel performing the duties and responsibilities required in Section 2 - Scope of Work, as demonstrated in the TO Technical Proposal and the personnel interview.

### **4.3 SELECTION PROCEDURES**

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2 of the TORFP. TO Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified, and their proposals eliminated from further consideration.

- A. TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B. The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- C. Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal offer, considering both technical and financial submission, shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer (see Attachment 6 - Notice to Proceed (sample)), and Criminal Background Check Affidavit(s).

**ATTACHMENT 1 – PRICE PROPOSAL**  
 (TIME AND MATERIALS) FOR CATS+ TORFP #J01B3400040

For purposes of estimating, assume that each individual would perform 2080 hours of work over the course of one year. The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price proposal evaluation.

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

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
(Master Contractor to insert Proposed CATS+ Labor Categories for this TORFP)			
<b>Year #1:</b>			
Resource #1 (NAME)/CATS+ Labor Category	\$	2080	\$
Resource #2 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #3 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #4 (NAME) /CATS+ Labor Category	\$	2080	\$
<b>Total Year 1 Price</b>			\$
<b>Year #2:</b>			
Resource #1 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #2 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #3 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #4 (NAME) /CATS+ Labor Category	\$	2080	\$
<b>Total Year 2 Price</b>			\$
<b>Year #3:</b>			
Resource #1 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #2 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #3 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #4 (NAME) /CATS+ Labor Category	\$	2080	\$
<b>Total Year 3 Price</b>			\$
<b>Year #4:</b>			
Resource #1 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #2 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #3 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #4 (NAME) /CATS+ Labor Category	\$	2080	\$
<b>Total Year 4 Price</b>			\$
<b>Year #5:</b>			
Resource #1 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #2 (NAME) /CATS+ Labor Category	\$	2080	\$
Resource #3 (NAME) /CATS+ Labor Category	\$	2080	\$

Resource #4 (NAME) /CATS+ Labor Category	\$	2080	\$
<b>Total Year 5 Price</b>			\$
<b>Total Evaluated Price for Years 1 through 5</b>			\$

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

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

\_\_\_\_\_  
 Title

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

The hours listed are estimates, for evaluation purposes only, and should not be construed as actual billable hours. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower and are to be fully loaded and shall include all direct and indirect cost and profit for the Master Contractor to perform under the TO Agreement, including travel. MDTA does not pay for travel. Pricing shall be valid for 120 days. Time for travel will not be reimbursed. This form shall not be altered.

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

CATS+ TORFP #J01B3400040

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

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

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

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

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

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

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

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

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

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

**3. Information Provided to MBE firms**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date



**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**  
**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

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

PAGE 1 OF 2

\*\*\* STOP \*\*\*

**FORM INSTRUCTIONS**  
**PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.
6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/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.

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

**PAGE 2 OF 2**

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
- E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.
7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

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

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

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

# MDOT MBE FORM D-2 STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE

## PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr/> <b>(If dually certified, check only one box.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>	<p>3.1. <b><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></b></p> <p style="text-align: center;"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p> <p>3.2 <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></b></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p style="text-align: center;"><b>x _____ 60% (60% Rule)</b></p> <p style="text-align: center;"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p>

Please check if Continuation Sheets are attached.

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE  
CONTINUATION SHEET**

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

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form A – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal and subgoals set forth in Form A.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr style="border: 0.5px solid black;"/> <p><b>(If dually certified, check only one box.)</b></p> <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 style="border: 0.5px solid black;"/>	<p>3.1. <b><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></b></p> <p style="text-align: center;"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p> <p>3.2. <b><u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></b></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p><b>x _____ 60% (60% Rule)</b></p> <p style="text-align: center;"><b>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p>

Please check if Continuation Sheets are attached

**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**

**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 subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form B.

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

**MDOT MBE FORM D-3**  
**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-4**  
**STATE-FUNDED CONTRACTS**  
**MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

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

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

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

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

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

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



2310 Broening Highway, Suite 160  
 Baltimore, MD 21224  
 Phone: (410) 537-1047 Fax: (410) 537-1044  
[Email: mdtambe@mdta.state.md.us](mailto:mdtambe@mdta.state.md.us)

PLEASE COMPLETE AND RETURN BY THE 15TH OF THE MONTH FOLLOWING THE REPORTING PERIOD.

FOR THE REPORTING PERIOD ENDING \_\_\_\_\_ (Month/Year)

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

Vendor #: \_\_\_\_\_

Prime Contract Amount: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Number: \_\_\_\_\_ *(For Office Use Only)*

D/MBE Subcontractor(s)	MDOT Certification #	Starting Date for D/MBE	Estimated Completion Date of Contract/Task Order for D/MBE	Amount of SubContract	Service(s) Performed	Invoice Date	Invoice #	Amount of Invoice	Amount Paid	Check # or EFT Confirmation #	Amount Due	Amount Paid to each D/MBE to date



**Non-MBE Project Participation**

Total # of Non-MBEs	Percent or Dollar Amount awarded to Non-MBEs	Percent or Dollar Amount paid to Non-MBEs this Reporting Period	Amount paid to Non-MBEs to Date

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.	
Prepared By: <input type="text"/>	<i>(Type or Print)</i> <input type="text"/> Title: <input type="text"/>
Signature: <input type="text"/>	Date: <input type="text"/>
Telephone Number: <input type="text"/>	Email Address: <input type="text"/>



Maryland  
Transportation  
Authority

2310 Broening Highway, Suite 160  
Baltimore, MD 21224  
Phone: (410) 537-1047 Fax: (410) 537-1044  
Email: [mdtambe@mdta.state.md.us](mailto:mdtambe@mdta.state.md.us)

(Office Use Only)

Reviewed By/Date: \_\_\_\_\_

PLEASE COMPLETE AND RETURN BY THE 15TH OF THE MONTH FOLLOWING THE REPORTING PERIOD.

FOR THE REPORTING PERIOD ENDING \_\_\_\_\_ (MONTH/YEAR)

<b>D/MBE Subcontractor:</b> _____	<b>MDOT Certification #:</b> _____
<b>Prime Contractor:</b> _____	<b>Name of Project:</b> _____
<b>Contract Number:</b> _____	<b>Total of Subcontract:</b> _____
<b>Total Amount Paid this Reporting Period:</b> _____	<b>Amount Paid to Date:</b> _____

Service(s) Performed	Invoice Date	Invoice #	Amount of Invoice	Amount Paid	Check # or EFT Confirmation #	Amount Due

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.**

<b>Prepared By:</b> _____	<i>(Type or Print)</i>	<b>Title:</b> _____
<b>Signature:</b> _____		<b>Date:</b> _____
<b>Telephone Number:</b> _____		<b>Email Address:</b> _____

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

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

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

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

\*\*If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.  
**\*\*Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

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

This form must be completed by  
MBE subcontractor

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

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

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

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

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

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

# ATTACHMENT 2 - MDOT MBE/DBE FORM E

## GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

#### I. Definitions

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

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

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

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

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

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

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

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

1. Identified Items of Work in Procurements

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

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

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

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

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

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

### 1. DBE Firms Identified in Procurements

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

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

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

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

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

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

## **C. Solicit MBE/DBEs**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **D. Negotiate With Interested MBE/DBE Firms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **E. Assisting Interested MBE/DBE Firms**

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

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

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

#### **III. Other Considerations**

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

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

#### **IV. Documenting Good Faith Efforts**



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

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

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

**B. Outreach/Solicitation/Negotiation**

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

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

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

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

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

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

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

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

**D. Other Documentation**

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

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

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

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

\_\_\_\_\_  
Company Name Signature of Representative

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

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

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

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

**Part 3 – Identified Items of Work Bidder/Offeror Made Available to MBE/dBE Firms**

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

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

# MDOT MBE/DBE FORM E

## GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

### Part 4 – Identified MBE/DBE Firms and Record of Solicitations

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

Prime Contractor	Project Description	Solicitation Number

Identify the MBE/DBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE/DBE participation. Include the name of the MBE/DBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE/DBE provided a quote, and whether the MBE/DBE is being used to meet the MBE/DBE participation goal. MBE/DBE Firms used to meet the participation goal must be included on the MBE/DBE Participation Schedule, Form B. Note: If the procurement includes a list of the MBE/DBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/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
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		<b>Date:</b>  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	<b>Date:</b>  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	<b>Time of Call:</b>  <b>Spoke With:</b>  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		<b>Date:</b>  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	<b>Date:</b>  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	<b>Time of Call:</b>  <b>Spoke With:</b>  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

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

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS+ TORFP#J01B3400040 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20\_\_ by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Transportation Authority (MDTA).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Transportation Authority (MDTA), as identified in the CATS+ TORFP #J01B3400040.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals #J01B3400040 dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
  - d. “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority (MDTA) and **TO Contractor**.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
  - j. “TO Proposal” collectively refers to the TO 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 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,

- b. Exhibit A – CATS+ TORFP
- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Financial Proposal

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of \_\_\_\_\_, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

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

Date \_\_\_\_\_

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

STATE OF MARYLAND, Maryland Transportation Authority (MDTA).

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

Date \_\_\_\_\_

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



## ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

## ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required with the Proposal and signatures will be required at the time of the interview.

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.

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

**ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY**  
 (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement? <b>Provide beginning and ending dates in the format MM/YYYY</b>
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from: a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.16 of this TORFP	
Experience: Insert the experience description from: a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.16 of this TORFP	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 Minimum Qualifications for the applicable labor category.)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Proposed Individual:**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

SUBMIT WITH TO TECHNICAL PROPOSAL  
 SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 – NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J01B3400040

Dear TO Contractor Contact:

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

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

Sincerely,

Dorothea Summerville

Task Order Manager

Enclosures (2)

cc: Joseph Palechek

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

## ATTACHMENT 7 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B3400040 for Project Management Resources. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

## ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland Transportation Authority (MDTA) (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Project Management Resources TORFP No. J01B3400040 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

**TO Contractor/TO Contractor's Personnel:**

**Maryland Transportation Authority:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN THE TORFP

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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



## ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	

<p>B) Did the Master Contractor request each personnel substitution in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>D) Was the substitute approved by the agency in writing?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p><b>Section 4 – MBE Participation</b></p>
<p>A) What is the MBE goal as a percentage of the TO value? <b>(If there is no MBE goal, skip to Section 5)</b>          _____          %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ %  <b>(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</b></p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain the circumstances and any planned corrective actions)</b> _____</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>
<p>B) Does the change management procedure include the following?    <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for change description, justification, and sign-off  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/></p> <p><b>(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</b> _____</p>
<p>D) Is the change management procedure being followed?  <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why)</b> _____</p>

# ATTACHMENT 10 – CONTRACTOR PROJECT MANAGER PERFORMANCE EVALUATION

Name	Job Title
Rating Period From: _____ To: _____	Date
Department	Rater's Name
<b>Overall Performance Rating:</b> Place an (X) in selected rating:  <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Unsatisfactory	

### DIVISION WORK PLAN:

TBD

### Category: WORK QUALITY

Complies with laws, policies, procedures, and established processes  
Develops, documents, communicates, and follows plans  
Ensures clear and complete written project and technical documentation and deliverables are provided  
Independently manages project and task assignments and resolves issues to ensure successful project completion  
Produces accurate, legible written project status reports on at least a monthly basis and weekly activity reports  
Produces project results that satisfy the needs for which the project was undertaken  
Seeks and documents customer needs and ensures and measures customer satisfaction

Meets Expectations     Unsatisfactory  
(M)    (U)

### Criteria:

	Accuracy (correctness of completed tasks and assignments).
	Knowledge (understanding of policies, procedures, practices, equipment usage etc.)
	Organizational skills (prioritizes assignments, work product is cohesive and coherent)
	Follow-up (amount of supervision required).
	Multi-task (works under pressure to complete multiple assignments).

Give examples of past performance to support your evaluation

Month	Received Monthly Report(s)	Received all weekly reports
January		
February		
March		
April		
May		
June		
July		
August		
September		

October		
November		
December		

**Category: WORK QUANTITY**

- Communicates progress and issues to stakeholders
- Completes assigned projects and tasks in a timely fashion
- Demonstrates good time management skills
- Ensures project scope is understood, documented and controlled
- Manages estimated and actual project resources (cost or labor hours)
- Manages team resources that are within your control to ensure tasks are completed according to project plans
- Plans, manages, and controls work
- Prioritizes own and team assignments to set and meet goals
- Recognizes changes and manages scope
- Works with functional resource managers to acquire and manage resource commitments

**Meets Expectations**    **Unsatisfactory**  
**(M)**                                      **(U)**

**Criteria:**

	Performs duties and functions of the position in a timely manner.
	Work product is consistent with job specifications.
	New and additional duties, assignments are accepted and performed.
	Work load is consistent with performance expectations
	Employees' talents and efforts are directed towards the needs of the unit and accomplishment of goals.

Give examples of past performance to support your evaluation

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**Category: WORKING RELATIONSHIPS**

- Clarifies responsibilities and expectations to team; manages other contractors effectively
- Demonstrates respect, integrity, and keeps commitments
- Establishes and maintains good customer relationships
- Identifies and resolves conflict
- Identifies project stakeholders and ensures communication transpires with them
- Keeps supervisor informed of project status, any issues, and what is being done to resolve them
- Professional behavior when dealing with contractors and other non-MDTA employees and MDTA employees
- Provides timely guidance and feedback to help team accomplish a task or solve a problem
- Remain open to others' ideas and opinions even when they conflict with your own

**Meets Expectations**    **Unsatisfactory**

(M)

(U)

**Criteria:**

	Establishes and maintains effective working relationships with co-workers, supervisors and the public.
	Accepts direction and suggestions for work improvements from supervisor(s) and is willing to learn from others
	Works as a team member toward accomplishing the division and agency’s goals and supports team decisions; is willing to assist with tasks and assignments outside of normal job duties.
	Uses tact and respect when communicating with others.
	Deals appropriately and professionally with conflicts and unanticipated problems.

Give examples of past performance to support your evaluation

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**Category: WORK HABITS**

Displays care in the use of State property

Effective meeting management (starting on time, preparation, facilitation, agendas in advance, minutes)

Ensures compliance with all applicable laws, policies, procedures, and standards

Have no occurrence of damage to state property due to carelessness

Requests leave with sufficient advance notice and ensures coverage for any planned absence

Prompt when reporting to work, meetings, training, etc.

**Meets Expectations**     **Unsatisfactory**

(M)

(U)

**Criteria**

	lies with leave policies and procedures
	Punctuality (start time, breaks).
	Use and application of time
	Use and care of State property
	Complies with safety rules and regulations

Give examples of past performance to support your evaluation:

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**PERFORMANCE MANAGEMENT RATING: (Supervisor’s or Employee’s Acting in Supervisor Level)**

Accomplishes assigned projects that meet requirements in accordance with set plans; plans are documented, baselined, and measured

Behaves in a professional manner that sets a good example for others

Communicates strategic, business, division plan connection to team

Develops solutions to problems

Ensures connection with strategic, business, and division plans for projects and assignments

Makes appropriate decisions with MDTA’s mission, vision, and values in mind

Motivates staff to perform at their best

Sets and communicates performance standards that are specific and measurable

Sets clear goals for project and team members

Takes full responsibility for results and decisions

Treats all employees in a fair and consistent manner

Voluntarily participates in, or manages, office, divisional, or MDTA activities that support MDTA’s Strategic Plan

Meets Expectations  Unsatisfactory  
(M) (U)

**Criteria**

	Leadership (motivates staff to function at optimum performance, empowers staff to make decisions)
	Strategic Direction (designs innovative plans to attain mission, vision, values and goals)
	Decision Making (demonstrates judgment in resolving complex issues)
	Teamwork (provides cooperation in managing the operations of the organization)
	Performance Objectives (accomplishes performance objectives within projected time frames)
	Promotes EEO, Affirmative Action, and Diversity Principles

Give examples of past performance to support your evaluation

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1st Quarterly Check-In:

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\_\_\_\_\_  
Rater’s Initials

\_\_\_\_\_  
Contractor’s Initials

\_\_\_\_\_  
Date

2nd Quarterly Check-In:

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\_\_\_\_\_  
Rater's Initials

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
Date

3rd Quarterly Check-in:

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\_\_\_\_\_  
Rater's Initials

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
Date

4th Quarterly Check-In:

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\_\_\_\_\_  
Rater's Initials

\_\_\_\_\_  
Contractor's Initials

\_\_\_\_\_  
Date

# ATTACHMENT 11 – CONTRACTOR Bi-Weekly Status Report

**Bi-Weekly Activity Report for the Period** [PAY PERIOD start – end date]

**Top Three Priorities** (for next two weeks)

- list first one
- list second one
- list third one

**Actual Tasks/Accomplishments for Last Two Weeks**

List for the period of the report (May 19 – June 1, 2010 for example)

Acceptable to group tasks by projects to match up with hourly reporting at the end, for example:

Project 1: BRIEF SUMMARY OF ACCOMPLISHMENTS

- Task or Accomplishment 1
- Task or Accomplishment 2

Project 2: BRIEF SUMMARY OF ACCOMPLISHMENTS

- Task or Accomplishment 1
- Task or Accomplishment 2

Non Project Tasks: BRIEF SUMMARY OF ACCOMPLISHMENTS

- Task or Accomplishment 1
- Task or Accomplishment 2 (TW 2013-01-02)

If teleworking is permitted,“(TW)” designation MUST indicates tasks performed while teleworking & TW date, for example (TW 2010-05-19)

**Planned Tasks/Accomplishments for Next Two Weeks**

- List plans for next two weeks
- Example of Teleworking planned item (TW)

**Exceptions to Previously Planned vs. Actual for Last Two Weeks**

“N/A” for the very first report – then list items as needed for future reports.

**Contractor Time and Hours Worked**

[SAMPLE TABLE](#) Below

Day	Date	Start	End	Start	End	Start	End	Total Hours
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
<b>TOTAL</b>								

Day	Date	Start	End	Start	End	Start	End	Total
-----	------	-------	-----	-------	-----	-------	-----	-------



								Hours
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
<b>TOTAL</b>								

**Hours by Project for the 80-hour bi-weekly period**

Resource ID	Project/Activity Name	Activity Code	Project #	Total Hours
7	Holiday / Leave	2		
7	Project Name	6	41	25
7	Project Name	6	1711	35
7	Project Name	6	252	
	<b>TOTAL</b>			<b>80</b>

# ATTACHMENT 12 – 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.

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.20 – Premises and Operational Security section of CATS+ TORFP #J01B3400040. 4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS +) hereto as Exhibit A
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.20 of this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 13 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

**The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)**

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

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

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

**ATTACHMENT 14 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 15 – SMALL BUSINESS CONTRACT AFFIDAVIT**

**\*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\***

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

**\*\*\*\*\* FAILURE TO MEET MINIMUM QUALIFICATIONS \*\*\*\*\***

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, \_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract \_\_\_\_\_ Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.

SMALL BUSINESS QUALIFICATION NUMBER: \_\_\_\_\_

Date of Most Recent Qualification: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature (Authorized Representative and Affidavit)

**NOTICE TO BIDDERS**  
**SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

- The business is independently owned and operated;
- The business is not a subsidiary of another business;
- The business is not dominant in its field of operation;
- The **wholesale** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$4,000,000 in its more recently completed 3 fiscal years;\*
- The **retail** operations of the business did not employ more than 25 persons, and the gross sales of the business did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;\*
- The **manufacturing** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;\*
- The **service** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$10,000,000 in its more recently completed 3 fiscal years;\* and
- The **construction** operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.\*
- The **architectural and engineering** operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years\*.

\* If a business has not existed for three years, the gross sales average is computed for the period of the business's existence. For newly formed businesses the determination will be based upon employment levels and projected gross sales.

Further information on the certification process is available at [www.dgs.state.md.us](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink.