



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

**Database Administration & Computer Programming  
Technical Services**

TORFP # J01B3400029

**SMALL BUSINESS RESERVE**

**MARYLAND TRANSPORTATION AUTHORITY**

**ISSUE DATE: November 7, 2013**

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall 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 Name:</b>	Database Administration & Computer Programming Technical Services
<b>TORFP Project Number:</b>	J01B3400029
<b>Functional Area:</b>	Functional Area One – Enterprise Service Provider (ESP)
<b>TORFP Issue Date:</b>	November 7, 2013
<b>Questions Due:</b>	November 19, 2013 at 2:00 P.M. Eastern Standard Time (EST)
<b>Closing Date and Time:</b>	December 5, 2013 at 2:00 P.M. EST
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation (MDOT) Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT)
<b>Questions and Proposals are to be sent to:</b>	TO Procurement Officer – Bryan Walker Email Address: bwalker5@mdot.state.md.us
<b>TO Procurement Officer</b>	Bryan Walker Office of Procurement (OOP) Office Phone: 410-865-1130 Email Address: bwalker5@mdot.state.md.us
<b>TO Manager:</b>	Steven Chen Office Phone Number: 410-537-5674 Email Address: schen@mdta.state.md.us
<b>TO Type:</b>	Time & Materials
<b>Period of Performance:</b>	June 1, 2014 – May 31, 2019 or NTP + 5 years
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	Yes
<b>Primary Place of Performance:</b>	TO Contractor shall provide office space at TO Contractor’s base location. Meetings, interviews, other work that shall be performed on site primarily will be at MDTA base location (Point Breeze complex, 2310 Broening Highway, Baltimore Maryland) in Central Maryland area, but may be at any other MDTA location. A workspace with computer & phone will be available when on-site at MDTA.
<b>TO Pre-Proposal Conference:</b>	None

# **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 (TOA) scope issues, and for authorizing any changes to the TOA.

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

## **1.2 TO AGREEMENT**

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

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the 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 as two (2) separate e-mails in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # J01B3400029. The first e-mail will be the TO Proposal technical response to this TORFP and titled, "CATS+ TORFP # J01B3400029 Technical". The second e-mail will be the financial response to this CATS+ TORFP and titled, "CATS+ TORFP # J01B3400029 Financial". The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 – MBE Forms D-1 and D-2
- Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Classification Personnel Resume Summary
- Attachment 7 – Non Disclosure Agreement (Offeror)
- Attachment 13 – Small Business Reserve Affidavit
- Attachment 14 - Certification Regarding Investments In Iran
- Certifications (If Applicable)

**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 and proposed staff shall be required to make an oral presentation to State representatives. 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 Procurement Officer will notify Master Contractor of the time and place of oral presentations. All oral presentations (If applicable) and interviews shall be conducted in person upon request of the Procurement Officer. The MDTA will not consider conference calls, phone or webinar interviews.

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

A Master Contractor that responds to this TORFP shall complete, sign, without edits, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

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

The Master Contractors shall 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 documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. 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 TOA 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+ task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three (3) 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 (6) month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.10 SMALL BUSINESS RESERVE AFFIDAVIT**

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 the 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.

## **1.11 IRANIAN NON-INVESTMENT**

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

### **1.12 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 15 for a copy of the Living Wage Affidavit Agreement.

### **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 QUESTIONS**

All questions shall be submitted via email to the 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.

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Procurement (OOP) is issuing this CATS + TORFP on behalf of the Maryland Transportation Authority (MDTA) Division of Information Technology (MDTA DoIT) to obtain highly qualified technical resources relating to Microsoft Database Administration, Oracle Database Administration and Computer Programming. This CATS + TORFP is issued to acquire the services of:

- **Two** (2) qualified resources to provide Microsoft SQL Server Database Administration Services and Microsoft Access database administration services
- **One** (1) qualified resource to provide Oracle Database Administration services
- **One** (1) qualified resource to provide Computer Programming services

These individuals shall develop, enhance, maintain and support many of our mission critical business applications throughout the MDTA. They shall also support other client/server and web-based systems as currently needed or in the future. They shall be qualified and experienced in the systems identified (or in systems providing similar business functions).

The MDTA reserves the right to award this Task Order (TO) to multiple Master Contractors not to exceed four (4) Master Contractors for a total of four (4) resources. Master Contractor may submit up to four (4) resources. Therefore, we will evaluate the resources from among all the TO Proposals that meet minimum qualifications, and may award a portion of the total task separately to individual Master Contractor(s), based on the qualifications of the individual resource(s) selected.

### 2.2 REQUESTING AGENCY INFORMATION

The Maryland Transportation Authority (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 Maryland Department of Transportation. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland.

Our Mission: The MDTA will be financial stewards of our dedicated revenue sources to provide vital transportation links that move people to promote commerce in Maryland by:

- Creating and maintaining a transportation network of highways, bridges, and tunnels where safety and efficiency are priorities.
- Operating and securing our facilities with innovative technologies.
- Financing transportation facilities that offer convenient choices to travelers.

Our Values: **S**ervice, **E**mployee Empowerment and Accountability; **R**esponsiveness; **V**igilance; **I**ntegrity; **C**ommunications; **E**qual Opportunity.

For more than 35 years, the MDTA has provided Maryland's citizens and visitors with safe and convenient transportation facilities. We are committed to quality and excellence in customer service; and we rely on our organization's values, traditions and most important our employees to achieve these goals.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

**TO Procurement Officer** - The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TOA scope issues, and for authorizing any changes to the TOA including Change Orders.

**TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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 Master Contractor, achieving on budget/on time/ on target (e.g., within scope) completion of the Scope of Work

**TO Contractor** - TO Contractor's role and responsibility are to provide the services described in this TORFP.

**MDOT Contract Management Office (CMO)** - The CMO is responsible for management of the contract after award.

## **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

The MDTA has installed several database servers and finds that additional technical resources are needed to provide Microsoft SQL Server 2008/2005 database administration and Oracle 10g/11g database administration services. Additional resources are also required to develop, maintain and support the large number of Microsoft Access Databases currently being used throughout the MDTA. These resources shall provide on going support and maintenance to the Authority's Project Portfolio of applications, which include Mission Critical and Emergency Operations information and systems.

The MDTA maintains multiple facilities across the State and these resources shall work with the various business units within these facilities to ensure efficient and secure transmission of data between servers and end users. The MDTA DoIT recognizes that with the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time. It is incumbent upon the MDTA DoIT to assist our internal customers to work as efficiently as possible. Therefore, the MDTA DoIT places high expectations upon our staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by MDTA DoIT, coupled with the continued expectation that MDTA DoIT staff will provide "first responder" services is driving the need for these resources. Task assignments may require the resources to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the MDTA's business areas in the course of conducting work assignments. Therefore, the proposed resources shall possess excellent verbal and written communication skills. The MDTA DoIT values a team approach to work efforts; the proposed resources for each assignment shall possess good people skills and be skilled in facilitating project team interactions.

The MDTA currently uses both Microsoft SQL Server 2008 and Microsoft SQL Server 2005 in support of the following applications:

- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- IA Pro
- Mde, Inc's Automated Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL Financial Management System & Business Portal
- OrgPlus Enterprise (OPE)
- Power DMS
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Server Reporting Services
- Virtual Center Database

Oracle 8i/10g/11g are used in support of the following applications:

- ArcGIS/ SDE
- Google Earth Enterprise
- IBM Maximo 4.1.1 Transportation
- OpenText Livelink
- Primavera
- Database Design & Project Oriented Application Programming

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

- Microsoft Office & SharePoint 2010
- IBM Maximo 6 & 7
- Implementation/ expansion of web based reporting and data entry
- Salesforce.com

The objective of this TORFP is to provide four (4) full time qualified individuals: two (2) Microsoft Database Administrators, one (1) Oracle Database Administrator and one (1) Computer Programmer, who shall work with MDTA DoIT staff to support the MDTA's database systems.

## **2.5 PROFESSIONAL DEVELOPMENT**

Database and programming technologies continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MDTA or anticipated to be implemented by the MDTA in the near future. The time allocated to these continuing education activities for staff deployed to the MDTA may not be charged to this TO. Actual course costs are the responsibility of the TO Contractor.

## **2.6 REQUIREMENTS**

### **2.6.1 TO CONTRACTOR DUTIES AND RESPONSIBILITIES**

The work to be accomplished by the TO Contractor Personnel under this TORFP shall include but not limited to the following:

#### **Microsoft Database Administrators (Two)**

- 1) Database Security Functions
  - a) Ensure servers are current with SQL Server patches and security updates.
  - b) Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
  - c) Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards.
  - d) Perform all database security checks and manage all database securities.
  - e) Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MDTA's mission critical systems.
  - f) Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
  - g) Develop standardized application security procedures for MDTA applications and databases.
  - h) Design and implement policies for data and application security using MDTA security standards.
- 2) Configuration Management
  - a) Maintain an SQL Server test environment where upgrades and security patches can be tested.
  - b) Configure and tweak the hardware and software, perform integration testing, server imaging create and restore, create and implement plans to rollover the MDTA's enterprise wide systems from testing to production.
  - c) Install and upgrade SQL Server and other related software on the MDTA's specified hardware to provide functional capabilities for the MDTA's critical systems.
  - d) Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.

- e) Provide hardware and software specifications for various systems.
  - f) Coordinate the database management system interfaces with other data processing units.
  - g) Review and approve/disapprove database designs for new systems.
- 3) Disaster Recovery and Backup Functions
- a) Configure a backup job to run on a specified schedule.
  - b) Restore data files or tables from a previous backup session.
  - c) Develop and maintain scripts and perform and monitor backups for mission critical servers at the MDTA.
  - d) Troubleshoot database connectivity and back up issues working with vendors/ developers/ users/ project managers and back up operators.
  - e) Prepare and implement disaster recovery plans for various SQL Server based software systems.
  - f) Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.
- 4) New Technology
- a) Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various systems.
  - b) Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
  - c) Develop and implement new database management policies, procedures and standards.
- 5) Database & Application Support
- a) Collect data dictionary information on existing Microsoft Access 2003 databases.
  - b) Consolidate data from multiple sources (including stand along Microsoft Access databases) onto a centralized Microsoft SQL Server.
  - c) Develop and create new database solutions based on Business Unit requirements.
  - d) Conduct random health checks on the databases and prepare performance reports.
  - e) Assist System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
  - f) Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
  - g) Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of performance as a part of quality assurance (QA).
  - h) Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine-tune the database for optimum response time.
  - i) Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
  - j) Prepare statistical and narrative reports of database management performance, activities and special projects.

- k) Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.
  - l) Migrate existing shared Microsoft Access data to Microsoft SQL Server and update existing Microsoft Access Databases to link to new data source.
  - m) Create, modify, and troubleshoot reports in Microsoft SQL Server Reporting Services
- 6) Coordination Meetings
- a) Hold status meetings with MDTA DoIT Management on various projects. Provide Microsoft SQL Server, Microsoft Access and other application business function expertise whenever required.
  - b) Attend internal MDTA staff meetings as requested with network team, project managers, business users, developers and upper management.
  - c) Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.
- 7) Project Management Support
- a) Create configuration change requests for projects that are related to Microsoft SQL Server service or application; review those project work break down structures, implementation plans and testing plans.
  - b) Provide appropriate input to project managers on their monthly project status reports.
  - c) Participate in the creation of or review Microsoft SQL Server hardware and software project requirements.

**Oracle Database Administrator (One)**

- 1) Database Security Functions
- a) Ensure servers are current with Oracle Server patches and security updates.
  - b) Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
  - c) Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards.
  - d) Perform all database security checks and manage all database securities.
  - e) Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MDTA's mission critical systems.
  - f) Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
  - g) Develop standardized application security procedures for MDTA applications and databases.
  - h) Design and implement policies for data and application security using MDTA security standards.
- 2) Configuration Management
- a) Maintain Oracle Server test environment where upgrades and security patches can be tested.
  - b) Configure and tweak the hardware and software, perform integration testing, create and restore server imaging, create and implement plans to rollover the MDTA's statewide systems from testing to production.

- c) Install and upgrade Oracle Server and other related software on the MDTA's specified hardware to provide functional capabilities for the MDTA's critical systems.
  - d) Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.
  - e) Provide hardware and software specifications for various systems.
  - f) Coordinate the database management system to interfaces with other data processing units.
  - g) Review and approve/disapprove database designs for new systems.
- 3) Disaster Recovery and Backup Functions
- a) Configure a backup job to run on a specified schedule.
  - b) Restore data files or tables from a previous backup session.
  - c) Develop and maintain scripts and perform and monitor backups for mission critical servers at the MDTA.
  - d) Troubleshoot database connectivity and back up issues working with vendors/ developers/ users/ project managers and back up operators.
  - e) Prepare and implement disaster recovery plans for various Oracle Server based software systems. Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.
- 4) New Technology
- a) Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various systems.
  - b) Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
  - c) Develop and implement new database management policies, procedures and standards.
- 5) Database & Application Support
- a) Support Oracle application and assist in end-user reporting with Crystal Report.
  - b) Collect data dictionary information on existing Oracle databases.
  - c) Develop and create new database solutions based on Business Unit requirements.
  - d) Conduct random health checks on the databases and prepare performance reports.
  - e) Assist System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
  - f) Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
  - g) Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of performance as a part of QA.
  - h) Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine-tune the database for optimum response time.
  - i) Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.

- j) Prepare statistical and narrative reports of database management performance, activities and special projects.
  - k) Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.
- 6) Coordination Meetings
- a) Hold status meetings with MDTA DoIT Management on various projects. Provide Oracle Server and other application business function expertise whenever required.
  - b) Attend internal MDTA staff meetings as requested with network team, project managers, business users, developers and upper management.
  - c) Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.
- 7) Project Management Support
- a) Create or review configuration change requests, work break down structures, and implementation plans and testing plans for Oracle Server.
  - b) Create or provide appropriate input to monthly project status reports.
  - c) Participate in the creation of or review Oracle Server and Access database hardware and software requirements.

### **Computer Programmer (One)**

- 1) General Programming
- a) Writes computer programs for various purposes.
  - b) Analyzes needs and application requirements; Uses analytical thinking and computing technologies such as Visual Studio, Java and .Net to plan, design, develop, evaluate and revise application.
  - c) Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards.
  - d) Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MDTA's mission critical systems.
  - e) Develop standardized application security procedures for MDTA applications.
  - f) Design and implement policies for application security using MDTA security standards.
  - g) Coordinate with SQL Server and Oracle DBA to provide application .NET programming and support for development and production environments.
  - h) Debug and test application or program.
  - i) Create documentation and release notes for review/ approval through change management process.
  - j) Research, lab test, document and make recommendations to the TO Manager on a variety of new programming related technologies that could be implemented at the MDTA and provide recommendations about the migration and upgrade paths for various systems.
  - k) Coordinate the installation and implementation of system development software and related software tools with vendors, other staff and system users.
  - l) Develop and implement new code management policies, procedures and standards

- m) Develop and create new programming solutions based on Business Unit requirements.
  - n) Assist system administrators on programming issues/errors and assist users and DBAs with SQL queries and tuning.
  - o) Hold status meetings with MDTA DoIT Management on various projects. Provide application business function expertise whenever required.
  - p) Attend internal MDTA staff meetings as requested with network team, project managers, business users, developers, DBAs and upper management.
  - q) Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and MDTA staff.
  - r) Create or review configuration change requests, work break down structures, and implementation plans and testing plans.
  - s) Create or provide appropriate input to monthly project status reports.
- 2) SQL Programming
- a) Maintain and develop SQL codes / scripts to retrieve data from SQL Server / Oracle databases.
  - b) Plan program code for performance enhancements and changes.
  - c) Create SSIS packages for SQL Server automation and loading of data from a variety of data formats.
- 3) GIS Programming
- a) Develop custom web-based GIS applications using ArcGIS (Desktop and Server) and Google Enterprise Earth technologies.
  - b) Build ArcGIS (Desktop and Server) applications that interface with GIS web services, enterprise databases and ArcSDE.
  - c) Create Customs Tool to transforming XML data provided by various systems in user defined format-using XSL/MSXML.
- 4) Salesforce Programming
- a) Create triggers, custom controllers, and classes using APEX.
  - b) Build application workflow in Salesforce.
  - c) Deploy application using java or .net to interface with Salesforce application.

**All TO Contractor Personnel (MS DBAs, Oracle DBA, Computer Programmer)**

- 1) TO Contractor shall receive assignments and have assignments reviewed by the TO Manager.
- 2) TO Contractor Personnel shall also interface with all levels of management and the work force.
- 3) TO Contractor Personnel shall travel between sites in the Baltimore area.
- 4) TO Contractor Personnel shall have valid driver's license and own transportation.
- 5) By Monday, 12:00pm (Noon) of each week, the TO Contractor Personnel shall be responsible for compiling and submitting to the TO Manager via email a one-page status report.
- 6) TO Contractor Personnel shall be expected to respond to database or programming related support tickets.

- 7) TO Contractor Personnel shall be provided access to the MDTA's helpdesk software where the TO Manager (or designee) will assign tickets for the TO Contractor Personnel to complete.
- 8) TO Contractor Personnel shall:
  - a) Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)
  - b) Update status of all assigned tickets on a weekly basis
  - c) Enter resolution information into the work log of the ticket
  - d) Follow MDTA procedures and policies regarding tickets
- 9) TO Contractor Personnel may be required to enter the time spent performing tasks for an IT Project into a Time Collection System (specified by the MDTA). The TO Manager will notify the TO Contractor Personnel which assignments are subject to this requirement.

### **2.6.2 PERSONNEL**

- 1) TO Contractor shall be responsible for providing on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.
- 2) TO Contractor shall be responsible for providing office space for the personnel proposed in the TO Proposal.
- 3) TO Contractor individual shall be expected to perform most duties remotely from the TO Contractor's worksite.
- 4) Optionally, the TO Contractor Personnel may be required to work on-site on a daily basis if/when space is available and the need to do so is expressed by the TO Manager.
- 5) TO Contractor Personnel shall be required to come on site (MDTA DoIT Building at Point Breeze or other MDTA facility) to meet with MDTA staff as needed in order to complete the tasks that they've been assigned.
- 6) TO Contractor shall coordinate tasks that require the TO Contractor to work at an MDTA facility with the TO Manager.
- 7) For each database administrator and computer programmer, the TO Contractor shall submit a Professional Development Annual Certification Report listing the continuing education opportunities the personnel was provided for the past year (refer to section 2.5). The report shall list the dates the opportunity was provided and a description of the opportunity and how it relates to the scope of work within this task order. The report will be submitted to the TO Manager via email by August 1st of each year.
- 8) TO Contractor shall be responsible for providing all computer equipment for personnel proposed in the Technical Proposal. 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.
- 9) TO Contractor and TO Contractor Personnel shall be required to remote into MDTA using established MDTA security standards as described below in this section; all TO Contractor employees who remote in to MDTA will be given the remote access policy and shall comply as described below in this section.
- 10) When it is appropriate, MDTA will establish and maintain VPN connection with the TO Contractor, from which remote access for the TO Contractor in to MDTA to work will be accomplished.
- 11) On as needed basis, MDTA will provide the TO Contractor Personnel with an RSA Token that will

be used to connect to the agency’s LAN/WAN in order to access files and applications from the TO Contractor’s location. The TO Contractor will have access (when applicable) to the Agency’s test, development and production environments.

- 12) TO Contractor shall be responsible for:
  - a) Providing adequate internet access from the TO Contractor’s site in order to remote into the agency LAN/WAN
  - b) Maintaining the equipment at the TO Contractor’s site to include the latest antivirus software updates and antivirus definitions, firewall updates and settings, and operating system patches and security updates
- 13) TO Contractor Personnel shall be expected to perform duties remotely from the TO Contractor’s worksite, as well as on-site at the Agency site at 2310 and 2400 Broening Highway, Baltimore, MD or at other MDTA facilities, to meet with MDTA staff as needed in order to complete the tasks that they've been assigned.

**2.6.3 WORK HOURS**

- 1) The TO Contractor’s assigned personnel shall work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays observed by the MDTA.
- 2) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- 3) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Contract Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master 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.
- 4) Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

**2.6.4 SERVICE LEVEL AGREEMENT**

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Normal	15 minutes	1 hour	5 days/week, Mon-Fri, 8AM-5PM	Hours working on weekend or after hour that are assigned by TO Manager shall be compensated with leave on other day.

**2.6.5 PERFORMANCE EVALUATION**

- 1) TO Contractor Personnel will be evaluated by the TO Manager or designated supervisor on a quarterly basis for each assignment performed during that period. The established performance

evaluation and standards are included as Attachment 12. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.6 below.

#### **2.6.6 PERFORMANCE PROBLEM MITIGATION**

In the event the Agency is not satisfied with the performance of TO Contractor Personnel, the mitigation process is as follows:

- a) The TO Manager will notify the TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- b) The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- c) The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- d) Should performance issues persist, the TO Manager will notify MDOT CMO; and
- e) MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

#### **2.6.7 SUBSTITUTION OF PERSONNEL**

The substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract.

#### **2.6.8 BACKUP / DISASTER RECOVERY**

- 1) To ensure the safety of MDTA documents, TO Contractor Personnel shall save and store all project information, files and data on the designated MDTA shared drive and folder, such as but not limited to Project Plans, Work Breakdown Structures, monthly status reports, weekly status reports, meeting minutes, requirements, documentation, and all other written documents relating to any assigned project or work.
- 2) The TO Contractor (Database Administrators) shall perform daily database backup. Backup files shall be handled and copied to enterprise level of retaining filers.

#### **2.6.9 HARDWARE, SOFTWARE, AND MATERIALS**

Hardware and software shall not be purchased under this TO. Any hardware or software needed to meet the TO requirements and used at the agency will be acquired by the Agency under other contracts.

Standard software used by the MDTA that the TO Contractor may be required to have at the TO Contractor's location:

- Microsoft Office Word 2010
- Microsoft Office Excel 2010
- Microsoft Office PowerPoint 2010
- Microsoft Office Access 2003/2010
- Microsoft Office Visio 2010
- Microsoft SQL Server Developer Edition or Express Edition (for MS DBA)
- Oracle SQL Developer (for Oracle DBA)
- Microsoft Office Visual Studio

The Agency will provide the TO Contractor with an RSA Token that will be used to connect to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the Agency's Microsoft SQL Database Servers and Oracle Database Servers.

The TO Contractor is responsible for acquiring compatible hardware and software to use the RSA token while working offsite.

#### **2.6.10 SECURITY AND CONFIDENTIALITY**

- 1) The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority's Information Technology Security Policies and Standards. These policies may be revised from time to time and the TO 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.
- 2) The TO Contractor Personnel shall 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 TO Contractor requires third party connectivity to the MDOT Network, the TO Contractor shall 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.

- 3) All employees, TO Contractors, and TO Contractor 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.

#### **2.6.11 PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI. (See Attachment 11: Criminal Background Check Affidavit).

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 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.

The TO Manager will approve in writing any Offeror personnel assigned to work on this project before the performance of work.

## 2.7 DELIVERABLES

### 2.7.1 Deliverables Submission Process

For each deliverable, the TO Contractor shall submit the deliverable to the TO Manager with format, content, and due date/timeframe as specified in Section 2.7.2. For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy in compliance with Acceptance Criteria column in Section 2.7.2.

Written deliverables defined as draft documents shall demonstrate due diligence in meeting the scope, requirements, and associated acceptance criteria of the deliverable.

A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

- 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.
- Present information that is relevant to the Section of the deliverable being discussed.
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities and resubmit the deliverable to the TO Manager. Subsequent project tasks may not continue without the approval of the TO Manager. Once the deficiencies have been addressed and the resolution(s) are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document shall satisfy the scope, requirements, and acceptance criteria for that deliverable. Final written deliverables shall be complete and shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation.

- 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.
- Present information that is relevant to the Section of the deliverable being discussed.
- Be complete and address all State comments provided on the final draft deliverable.

### 2.7.2 Deliverables

ID	Deliverables	Acceptance Criteria	Due Date / Frequency
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2.7.1	Personnel	<p>TO Contractor Personnel are expected to be:</p> <ul style="list-style-type: none"> <li>• On time when reporting to an appointment at the Authority (or meeting location specified by the Authority).</li> <li>• Act in a professional manner</li> <li>• Be well prepared to complete assignments</li> <li>• Adhere to Authority policies</li> <li>• Complete assignments by designated due dates</li> </ul>	All working days
2.7.2	Weekly Status Report	<p>MS Word format (template to be provided by MDTA) which documents TO Contractor Personnel's prior work week that summarizes the following:</p> <ol style="list-style-type: none"> <li>a) Top Three Priorities</li> <li>b) Actual Tasks &amp; Accomplishments for the reporting period</li> <li>c) Planned Tasks &amp; Accomplishments for the next reporting period</li> <li>d) Exceptions to Previously Planned vs. Actual for last reporting period</li> <li>e) Hours worked (actual start &amp; end times, and total time worked each day) by individual TO Contractor Personnel</li> </ol> <p>Status Reports are expected to be:</p> <ul style="list-style-type: none"> <li>• Delivered on time</li> <li>• Delivered in the specified format</li> <li>• Accurate &amp; complete</li> </ul>	Delivered on time by Monday, 12:00pm (Noon) of each week
2.7.3	Support Tickets	<p>TO Contractor Personnel will be expected to:</p> <ul style="list-style-type: none"> <li>• Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request)</li> <li>• Update status of all assigned tickets on a weekly basis</li> <li>• Enter resolution information into the work log of the ticket</li> <li>• Follow Authority procedures and policies regarding tickets</li> <li>• Supply documentation required by the TO Manager</li> </ul>	As requested
2.7.4	Project Time Reporting	<p>Submit time reporting information</p> <ul style="list-style-type: none"> <li>• by the date / time indicated by the TO Manager</li> <li>• in the format specified by the TO Manager</li> <li>• complete and accurate reporting</li> </ul>	Delivered on time by Monday, 12:00pm (Noon) of each week with Status Report.
2.7.5	Professional Development Annual Certification Report	<p>Submit report:</p> <ul style="list-style-type: none"> <li>• on time</li> <li>• in the format specified by the TO Manager</li> <li>• computer and accurate reporting of training opportunities</li> </ul>	April 1 of each year

## 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at

<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

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

## **2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory. The Master Contractor’s staff shall demonstrate expertise in the following:

### **Microsoft Database Administrator**

TO Contractor Personnel proposed for this TORFP shall have:

- At least five (5) years of Microsoft SQL Server database administration experience
- At least five (5) years of Microsoft SQL programming with experience troubleshooting and investigating complex database issues.

The proposed personnel shall also have at least one (1) year of experience in supporting the systems that use Microsoft SQL Server as a data repository. MDTA is currently using the following applications that require Microsoft SQL Server:

- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- MdE, Inc’s Automated Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL Financial Management System & Business Portal
- OrgPlus Enterprise (OPE)
- Power DMS
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Reporting Services
- Virtual Center Database

### **Oracle Database Administrator**

TO Contractor Personnel proposed for this TORFP shall have:

- At least five (5) years of Oracle Server database administration experience
- At least five (5) years of Oracle PL/SQL programming with experience troubleshooting and investigating complex database issues.

The proposed personnel shall also have at least one (1) year of experience in supporting the systems that use Oracle Server as a data repository. MDTA is currently using the following applications that require Oracle Server:

- Primavera Enterprise Project Portfolio Management System
- OpenText Livelink
- Google Earth Enterprise
- IBM Maximo 4.1.1 Transportation

### **Computer Programmer**

TO Contractor Personnel proposed for this TORFP shall have:

- At least five (5) years of computer programming experience including planning, designing and developing application using various languages to connect and interface with SQL Server and/or Oracle databases;

The proposed personnel shall also have at least one (1) year of SQL programming experience to support the systems. MDTA is currently using the following applications that require SQL programming:

- Microsoft Dynamics SL
- Opentext Livelink
- ArcGIS/ SDE
- Salesforce.com applications

Attachment 5 and technical proposals will be rated based primarily on the experience demonstrated.

## **2.10 TO CONTRACTOR PERFERRED EXPERTISE**

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality performance described herein. The Master 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.

Individuals proposed for this TORFP shall have excellent verbal and written communication skills and coordination and organizational skills.

### **Microsoft Database Administrator**

The TO Contractor Personnel proposed shall demonstrate a level of expertise in a variety of database technical services. The proposed TO Contractor Personnel shall possess expertise in the following but not limited to:

- Knowledge of Windows 2008 Server
- Knowledge and experience with Microsoft SQL Server 2008
- Knowledge and experience with Microsoft Access 2010
- Knowledge and experience with Active Directory
- Knowledge of Security and network components.
- Knowledge and experience in creating scripts for backing up data
- Knowledge and experience with SQL Server Enterprise Manager and Query Analyzer
- Knowledge of SQL Server Report Services
- Knowledge of TCP/IP and DNS
- Advanced knowledge of SMTP
- Knowledge of SQL Command and Programming

### **Oracle Database Administrator**

The TO Contractor Personnel proposed shall demonstrate a level of expertise in a variety of database technical services. The proposed TO Contractor Personnel shall possess expertise in the following but not limited to:

- Knowledge of Windows 2008 Server
- Knowledge and experience with Oracle Server 11g
- Knowledge and experience with Active Directory
- Knowledge of Security and network components.
- Knowledge and experience in creating scripts for backing up data
- Knowledge and experience with Oracle Enterprise Manager and related tools
- Knowledge of TCP/IP and DNS
- Knowledge of SQL Command and Programming
- Advanced knowledge of SMTP

### **Computer Programmer**

The TO Contractor Personnel shall possess expertise in the following but not limited to:

- Knowledge of computer programming logics
- Knowledge of various of computer programming languages
- Knowledge of Microsoft Windows Servers
- Knowledge of Microsoft SQL Server and Oracle server
- Knowledge and experience with SQL, Java, .net
- Knowledge and experience with Visual Studio, SSIS
- Knowledge and experience with Active Directory
- Knowledge of Security and network components.
- Knowledge of TCP/IP and DNS

Proposed personnel who also have Salesforce programming and GIS related programming experiences are preferred.

The TO Contractor Personnel proposed shall demonstrate a level of expertise in coding, scripting and debugging application program.

## **2.11 INVOICE SUBMISSION**

The TO Contractor shall submit invoices for payment on a monthly basis by the 15<sup>th</sup> day of each month for **all** work completed in the previous calendar month. Supporting invoice backup and status report should be submitted along with invoice for payment.

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

### **2.11.1 INVOICE FREQUENCY**

Invoices shall be submitted monthly on or before the 15<sup>th</sup> day of the month. Invoices will reflect costs for hours worked indicated in the accompanying weekly status reports (See Section 2.7 reports, above). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor. Payment of invoices will be withheld if any required documentation is not submitted.

### **2.11.2 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A W-9 form shall be completed before or with the submission of the first invoice.
- The invoice shall identify Maryland Transportation Authority as the TO Requesting Agency; contain a deliverable description, associated TOA number, date of invoice, period of performance covered by the invoice, TO Contractor FEIN, and a TO Contractor point of contact with telephone number.
- The invoice shall have attached sufficient detail to identify daily hours spent by individual person, on each individual task or project, such that aggregate reports over time may be maintained.
- The TO Contractor shall send an original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and detail of work hours) submitted for payment to the Maryland Transportation Authority at the following e-mail addresses:

[schen@MDTA.state.md.us](mailto:schen@MDTA.state.md.us)  
[dstewart@MDTA.state.md.us](mailto:dstewart@MDTA.state.md.us)

- 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 TOA. In no event shall any invoice be submitted later than 60 calendar days from the TOA termination date.

### **2.11.3 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the MDTA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to the MDTA. The MDTA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

## SECTION 3 - TO 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 your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### 3.2 FORMAT

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

#### 3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

##### A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- 4) To be considered responsive, the proposal shall address all issues addressed in this TORFP.
- 5) To be considered responsive, the proposal response shall be organized and presented in the same order as this TORFP, acknowledging or responding to every section of this TORFP, in the same numbered sequence.

##### B) Proposed Personnel

- 1) Identify and provide Attachment 5 – Labor Classification Personnel Resume Summary for all proposed personnel by labor category. Attachment 5 should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Document that all proposed personnel meet the minimum required qualifications.
- 3) To be considered responsive, the proposed personnel work experience start and end dates shall include month and year. (MM/YYYY – MM/YYYY)
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.
- 5) Provide three (3) examples of work assignments that each of the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three (3) examples shall include a reference complete with the following:
  - A) Name of organization.
  - B) Name, title, telephone number, e-mail address of point-of-contact for the reference.
  - C) Type and duration of contract(s) supporting the reference (Include: MM/YYYY – MM/YYYY; Example: 06/2011 – 08/2012).
  - D) The services provided and scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.

- E) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2. (If applicable)

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three (3) examples of projects or contracts the Master Contractor has 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, telephone number, and e-mail address.
  - c) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP
  - d) Names of the proposed personnel providing these services
  - e) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not. (MM/YYYY-MM/YYYY)
- 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 (5) years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) The State employee contact person (name, title, telephone number and e-mail address).
  - c) A brief description of the services/goods provided,
  - d) The dollar value of the contract,
  - e) Start and end dates of the contract. If the Master Contractor is no longer providing the services, explain why not.(MM/YYYY-MM/YYYY)
  - f) Whether the contract was terminated prior to the specified original contract termination date,
  - g) Whether any available renewal option was not exercised,

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

(Note: State of Maryland experience can be included as part of section 3.2.1.E.1 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.)

F) State Assistance

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

G) Confidentiality

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

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

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1 with all rates fully loaded.

The Master Contractor should indicate on Attachment 1 the name of each resource proposed, the appropriate Labor Category being proposed for each resource, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. Proposed rates shall be fully loaded hourly rates including travel, etc. There will be no travel reimbursement.

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

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

### **4.2 TECHNICAL CRITERIA**

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

- Experience of the TO Contractor's proposed personnel performing the duties and responsibilities required in Section 2.6.
- Personnel experience required in Section 3.2.1.B.
- Personnel interviews
- References provided in Section 3.2.1
- The TO Contractor's understanding of the work to be accomplished

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master 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.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will require interviews with all qualified personnel proposed by each of the qualified Master Contractors.
- Contingent on the total number of proposals received, the State will begin conducting interviews only on proposals that are deemed to have met the minimum qualifications and sufficiently responded to all deliverables outline in the specification.
  - The number of days for interviews will be dependent upon the number of proposals received.
  - Master Contractors will be notified by email of specific dates and contact information for scheduling.
  - Master Contractors shall ensure that proposed personnel will be available for the interview in order for their technical proposals to be considered for award.
  - Interviews shall include a written test.
  - The State may award up to four (4) Task Order Agreement(s) to up to four (4) Master Contractor(s) for a total of four (4) resources.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

### **4.4 COMMENCEMENT OF WORK UNDER A TOA**

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, a Notice to Proceed authorized by the TO Manager and Criminal Background Check Affidavits.

**ATTACHMENT 1 - PRICE PROPOSAL**

PRICE PROPOSAL FOR CATS+ TORFP # J01B3400029  
LABOR CATEGORIES

Labor Categories			A	B	C
			Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>TO TERM 1: June 1, 2014 – April 21, 2015 (Year 2 Master Contract rates apply here)</b>					
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Oracle DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Programmer	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
<b>Total Cost TO Term 1</b>					
<b>TO TERM 2: April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)</b>					
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Oracle DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Programmer	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
<b>Total Cost TO Term 2</b>					
<b>TO TERM 3: April 22, 2016 – April 21, 2017 (Year 4 Master Contract rates apply here)</b>					
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Oracle DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Programmer	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
<b>Total Cost TO Term 3</b>					
<b>TO TERM 4: April 22, 2017 – April 21, 2018 (Year 5 Master Contract rates apply here)</b>					
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Oracle DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Programmer	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
<b>Total Cost TO Term 4</b>					

<b>TO TERM 5: April 22, 2018 – April 21, 2019 (Year 6 Master Contract rates apply here)</b>					
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Oracle DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Programmer	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
<b>Total Cost TO Term 5</b>					
<b>TO TERM 6: April 22, 2019 – May 31, 2019 (Year 7 Master Contract rates apply here)</b>					
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
MS DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Oracle DBA	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
Programmer	<i>Resource Name</i>	<i>Insert Labor Category</i>	\$	2080	\$
<b>Total Cost TO Term 6</b>					
<b>Total Evaluated Price</b>					\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and shall include all direct and indirect costs and profit for the Master Contractor to perform under the TOA. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed.

SUBMIT WITH THE FINANCIAL RESPONSE

## **ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS CATS + TORFP # J01B3400029**

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.

**Attachment 2**  
**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 D-2 (State-Funded Contracts).

**OR**

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

**2. Additional MBE Documentation**

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

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - 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 Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

**Attachment 2  
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

**Attachment 2**  
**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 3

\*\*\* 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.

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

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

PAGE 2 OF 3

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.
  - 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.

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

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

PAGE 3 OF 3

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).

GOAL/SUBGOAL WORKSHEET	
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.	

**Attachment 2**  
**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 D-1 – 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 D-1.
<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/>	<b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b>  _____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>  <b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</b>  _____ % Total percentage of Supplies/Products  x <b>60% (60% Rule)</b>  _____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>

Please check if Continuation Sheets are attached.

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

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

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

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 D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<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/>	<b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b>  <div style="text-align: center;"> <span style="background-color: #cccccc; padding: 2px 20px;"> </span> % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b> </div> <b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</b>  <div style="text-align: center;">       _____ % Total percentage of Supplies/Products        x <b>60% (60% Rule)</b>    <span style="background-color: #cccccc; padding: 2px 20px;"> </span> % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b> </div>

Please check if Continuation Sheets are attached.



**Attachment 2**  
**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

**Attachment 2**  
**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.

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

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

This form is to be completed monthly by the prime

**Attachment 2**  
**Attachment D-5**  
**Maryland Department of Information Technology**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <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>  <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Paid: \$</b></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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2"><b>Total Dollars Unpaid: \$</b></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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<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 2**  
**ATTACHMENT D-6**  
**Minority Business Enterprise Participation**  
**Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract # Contracting Unit: 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>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</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 colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</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 colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
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3.																															
<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 D-7**  
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 MBE/DBE 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 D-7**  
**GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION**

**PART 2 – CERTIFICATION REGARDING GOOD FAITH EFFORTS**  
**DOCUMENTATION**

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	SECTION 5 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.

**ATTACHMENT 2**  
**MDOT MBE/DBE FORM D-7**  
**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?  <input type="checkbox"/> Yes <input type="checkbox"/> No	Does bidder/offeror normally self-perform this work?  <input type="checkbox"/> Yes <input type="checkbox"/> No	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

Please check if Additional Sheets are attached.

ATTACHMENT 2  
**MDOT MBE/DBE FORM D-7**  
**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>  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE  <input type="checkbox"/> Self-performing
<b>Firm Name:</b>  <hr/> <b>MBE Classification (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>  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**ATTACHMENT 2**  
**MDOT MBE/DBE FORM D-7**  
**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 # J01B3400029 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20\_\_ by and between MASTER CONTRACTOR and the STATE OF MARYLAND, 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 MDTA, as identified in the CATS+ TORFP # ADPICS PO.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Bryan Walker. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the MDTA and MASTER CONTRACTOR.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Steven Chen of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Proposal - FINANCIAL.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

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

### 3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], 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 the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO CONTRACTOR NAME**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, **TO Requesting Agency**

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

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

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

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

## ATTACHMENT 5 - Labor Classification Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors shall comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is 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 (3) months experience, you shall provide the dates from and to (Include: MM/YYYY – MM/YYYY; Example: 06/2011 – 08/2012) showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person shall 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 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 # J01B3400029 for Database Administration & Computer Programming Technical Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to \_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described 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 under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, SHA Office of Planning and Preliminary Engineering on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 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 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 DATABASE ADMINISTRATION AND COMPUTER PROGRAMMING TECHNICAL SERVICES TORFP No. J01B3400029 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services Plus 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 electronic data stored on MDTA servers & desktops, document hardcopies, and information provided verbally via in person meetings, discussions, or telephone conversation (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:**

**MDTA:**

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

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

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

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

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

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

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

## 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.state.md.us](mailto:contractoversight@doit.state.md.us) 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? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 2.)</b>	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b>	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b>	
<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? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b>	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b>	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, explain why) _____</b>	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>(If no, skip to Section 4.)</b>	
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>	
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>	

D) Was the substitute approved by the agency in writing?  
Yes  No  (If no, explain why) \_\_\_\_\_

**Section 4 – MBE Participation**

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)  
%

B) Are MBE reports D-5 and D-6 submitted monthly?  
Yes  No  (If no, explain why) \_\_\_\_\_

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)  
%  
**(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))**

D) Is this consistent with the planned MBE percentage at this stage of the project?  
Yes  No  (If no, explain why) \_\_\_\_\_

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  
Yes  No   
  
**(If yes, explain the circumstances and any planned corrective actions)**  
\_\_\_\_\_

**Section 5 – TO Change Management**

A) Is there a written change management procedure applicable to this TO?  
Yes  No  (If no, explain why) \_\_\_\_\_

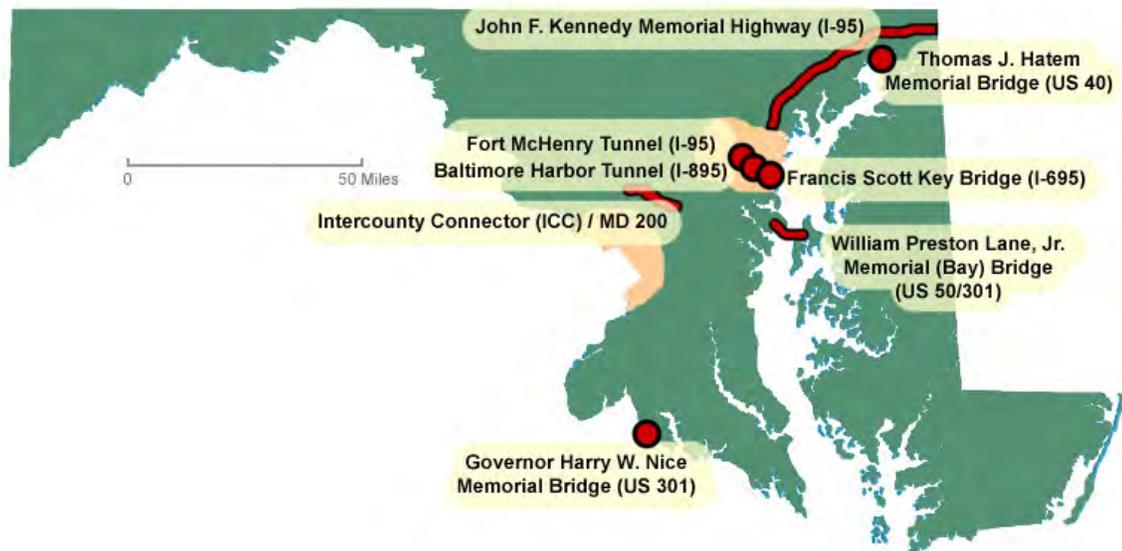
B) Does the change management procedure include the following?  
  
Yes  No  Sections for change description, justification, and sign-off  
Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  
Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?  
Yes  No   
  
**(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)**  
\_\_\_\_\_

D) Is the change management procedure being followed?  
Yes  No  (If no, explain why) \_\_\_\_\_

## ATTACHMENT 10- MDTA TOLL FACILITY LOCATIONS

### Toll Facility Locations



#### Intercountry Connector (ICC)/MD 200

The Intercountry Connector (ICC)/MD 200, Maryland's first all-electronic toll road, opened on February 23, 2011, between I-370 and Georgia Avenue (MD 97). Tolls on the ICC are paid at highway speeds using E-ZPass and vary by time of day and day of the week, to help maintain relatively free-flowing traffic conditions. The remainder of the roadway from Georgia Avenue (MD 97) to I-95 is expected to open late 2011 or early 2010.

#### John F. Kennedy Memorial Highway (I-95)

The John F. Kennedy Memorial Highway is a 50-mile section of I-95 from the northern Baltimore City line to the Delaware state line. Tolls are collected only in the northbound direction at the 12-lane toll plaza, located one mile north of the Millard Tydings Memorial Bridge over the Susquehanna River.

#### Thomas J. Hatem Memorial Bridge (US 40)

The oldest of the Authority's facilities, this four-lane bridge opened in August 1940. It spans the Susquehanna River on US 40 between Havre de Grace and Perryville in northeast Maryland.

#### Fort McHenry Tunnel (I-95)

The world's widest, underwater-vehicular tunnel, the Fort McHenry Tunnel opened to traffic in November 1985. It connects the Locust Point and Canton areas of Baltimore, crossing under the Patapsco River just south of historic Fort McHenry.

### **Baltimore Harbor Tunnel (I-895)**

The 1.4-mile, four-lane tunnel handled its first vehicles in November 1957 and is part of a 20-mile system of approach roadways and ramps. Designated I-895, the facility connects major north/south highways and many arterial routes in Baltimore City's industrial sections.

### **Francis Scott Key Bridge (I-695)**

This outer crossing of the Baltimore harbor opened in March 1977 as the final link in I-695 (the Baltimore Beltway). Including the bridge and connecting roadways, the project is 10.9 miles in length. Other structures along the roadway include a dual-span drawbridge over Curtis Creek and an elevated viaduct that carries motorists through the Sparrow's Point area.

### **William Preston Lane Jr. Memorial (Bay) Bridge (US 50/301)**

Often called the Bay Bridge, this 4.3-mile facility crosses the Chesapeake Bay as US 50/301. The bridge's dual spans provide a direct connection between recreational and ocean regions located on Maryland's Eastern Shore and the metropolitan areas of Baltimore, Annapolis and Washington, D.C.

### **Governor Harry W. Nice Memorial Bridge (US 301)**

Opened in December 1940, this bridge is located on US 301 and extends 1.7 miles across the Potomac River from Newburg, MD, to Dahlgren, VA.

**ATTACHMENT 11 - 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 2.4, 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 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT 12 – Performance Evaluation

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager’s Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score		10		6 - 5	4 - 3	2	
<b>Rating for Dependability</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		10 - 9	8 - 7	6 - 5	4 - 3	2	
<b>Rating for Initiative</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		21 - 20	19 - 17	16 - 13	12 - 8	7 - 5	
<b>Rating for Interpersonal Relationships</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Total Raw Score							=
Total Raw Score		20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices		5	4	3	2	1	+
Organizational Skills		5	4	3	2	1	+
Equipment / Technology		5	4	3	2	1	+
Terminology		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Accuracy		5	4	3	2	1	+
Work Process / Product / Services		5	4	3	2	1	+
Working Under Pressure		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	5	4	3	2	1		
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

DEPENDABILITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; con- tributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

<b>INTERPERSONAL RELATIONSHIPS</b>	Evaluation
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	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit

	Evaluation
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INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive outlook on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events

Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays or developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments or delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing or maintaining safe work habits; inconsistent in properly maintaining or caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain or care for equipment

JOB KNOWLEDGE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices

Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions

Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/ Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

JOB QUANTITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

# ATTACHMENT 13 – SMALL BUSINESS RESERVE 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 \_\_\_\_\_ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the 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.

# ATTACHMENT 14 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 15 - 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 & Date: \_\_\_\_\_

# 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**

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