



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

**SHA Traffic Engineering Design Division (TEDD),  
Systems Engineering Team (SET) IT Programs  
Business Services**

**CATS+ TORFP #J02B3400055**

**Maryland Department of Transportation (MDOT)  
Maryland State Highway Administration (SHA)**

**ISSUE DATE: February 27, 2014**

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J02B3400055 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractor is subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	<b>SHA – Traffic Engineering Design Division (TEDD), Systems Engineering Team (SET) IT Programs Business Services</b>
<b>Functional Area:</b>	<b>Functional Area 5 – Software Engineering</b>
<b>TORFP Issue Date:</b>	<b>February 27, 2014</b>
<b>Questions Due:</b>	<b>Friday March 7, 2014 at 2:00 p.m. Local Time</b>
<b>Closing Date and Time:</b>	<b>Friday March 21, 2014 at 2:00 p.m. Local Time</b>
<b>TO Project Number:</b>	<b>J02B3400055</b>
<b>TORFP Requesting Agency:</b>	Maryland Department of Transportation (MDOT) State Highway Administration (SHA) Office of Traffic and Safety(OOTS) Traffic Engineering Design Division Systems Engineering Team
<b>TO Procurement Officer:</b>	Joseph Palechek, Office of Procurement Office Phone Number: 410-865-1129 Email Address: <a href="mailto:jpalechek@mdot.state.md.us">jpalechek@mdot.state.md.us</a>
<b>TO Manager:</b>	Daryoosh Mosleh Office Phone Number: 410-787-7618 Office FAX Number: 410-787-3798
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	5 years from NTP
<b>MBE Goal:</b>	20%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	SHA OOTS Hanover Building #1/ 7491 Connelly Drive, Hanover MD 21076 NOTE: The State may request resources to attend meetings or perform short term assignments at any location within the State of Maryland.
<b>TO Pre-proposal Conference:</b>	There will be no pre-proposal conference for this TORFP

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

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

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

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

## **1.2 TO AGREEMENT**

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

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's email box. The TO Proposal is to be submitted via email, not to exceed 8 MB, as two (2) attachments in MS Word format (version 2007 or later). The "subject" line in the email submission shall state the TORFP #J02B3400055. The first file shall be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J02B3400055 Technical." The second file shall be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J02B3400055 Financial." No forms shall be altered. The following proposal documents shall be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal as separate file.
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 9 – Non Disclosure Agreement (Offeror)
- Attachment 15 – Living Wage Affidavit of Agreement
- Attachment 16 – Certification Regarding Investments in Iran
- Certifications (if applicable)

**NOTE:** Each email shall not 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**

Master Contractor proposed staff may be required to make an oral presentation in the form of interviews 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 TO Agreement is awarded to the Master Contractor. Do not alter any documents. The TO Manager will notify Master Contractor of the time and place of interviews.

## **1.5 TO PRE-PROPOSAL CONFERENCE**

There will not be a pre-proposal conference for this TORFP.

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

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) 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.**

## **1.7 QUESTIONS**

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

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

## **1.8 CONFLICT OF INTEREST**

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

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

## **1.9 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the State Highway Administration, 707 N. Calvert Street, Baltimore, Maryland 21202 address located in the Office of Highway Development, 1st Floor, Mailstop C-102. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the Master Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The Master Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (Master Contractor) in the form of Attachment 10.

## **1.10 LIMITATION OF LIABILITY CEILING**

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

## **1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 11 is a sample of the Master Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable Master Contractors approximately three months after the award date for a TO. The Master Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the Master Contractor shall update and resend the checklist to DoIT.

### **1.12 IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 16 of this TORFP.

### **1.13 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. An Affidavit of Agreement shall be 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 of Agreement.

### **1.14 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.

### **1.15 TRAVEL REIMBURSEMENT**

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

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

The MDOT Office of Procurement is issuing this CATS+ TORFP on behalf of the SHA to obtain the services of one (1) Master Contractor with a broad range of technical resource expertise to assist the SHA TEDD SET, in maintaining their custom engineering applications, databases, document management system, and to assist with IT services related to MicroStation, Computer Aided Design (CAD) Standards Development, maintenance and support. These resources shall be responsible for the operations, maintenance and support activities of mission critical business and engineering IT related applications for the Systems Engineering Team. These applications utilize Oracle, Microsoft Access and Microsoft SQL Server data structure. The interface is typically constructed by VB6, VB.NET, C#.NET and ASP.NET. The selected Master Contractor shall have adequate resources to fully support operation, maintenance, design and enhancement of these systems. They shall develop and support new applications based on the mentioned technologies, as well as common mobile and GIS platforms. The services provided through this Task Order will be critical to supporting SHA's Business Plan goals to improve efficiencies in our business processes and to provide services and products to our customers that meet or exceed their expectations. The goals of this Task Order are to ensure that the SHA has the appropriate resources, skills and expertise to manage and enhance SET's database, application and engineering portfolios consistent with SHA's architecture and standards.

The primary objective of this TORFP is to support the operation of the existing SET systems and the secondary objective is to develop new software solutions for traffic engineering needs.

Work assigned to the Master Contractor may not be restricted to one project; therefore, several task assignments may be required to be performed simultaneously.

The Master Contractor shall submit an Attachment 5 – Labor Category Personnel Resume Summary for each of the four (4) key personnel to perform the work under this TO Agreement. For any expansion or implementation projects the SHA and the Master Contractor will jointly plan the project approach, resources needed, schedule, etc. The SHA intends to make a single award for the services described in this TORFP. If additional resources are needed during the term of this task order, the CATS+ Change Order process identified in Section 1.14 will be followed.

### 2.2 REQUESTING AGENCY BACKGROUND

The SHA is responsible for all interstates, U.S. and Maryland numbered routes excluding those in Baltimore City and toll facility maintained highways. The State system includes approximately 6,000 centerline miles, (16,064 lane miles) of highways and 2,400 bridges, connecting all regions of the State.

The SHA Business Plan is available online at: [www.roads.maryland.gov/oc/shabusinessetnl.pdf](http://www.roads.maryland.gov/oc/shabusinessetnl.pdf)

The Office of Traffic Safety's mission is to provide, improve and promote the safety and mobility of Maryland's Highway system through innovative approaches in planning, design and engineering solutions in a manner that integrates efficient accessibility, greener environment and economic improvements to Maryland's communities. The primary mission of the TEDD is to set policy and provide design guidance to all of SHA and local MD governments on traffic engineering design and implementation of traffic control devices. In support of that effort, SET maintains TEDD's desktop and web applications with a statewide user base. Over a hundred applications are specifically designed to improve Traffic Engineering productivity, information sharing and preservation. These applications are regularly modified and redesigned to adapt to changes in work processes.

It is the SHA's vision to lead the nation in the development of design solutions that meet project goals, exceed customer expectations, have zero errors and omissions, and are delivered on schedule and within budget.

### 2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this Task Order's Key Management Personnel are defined as follows:

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TO Agreement scope issues.



- MDOT Contract Management Office (CMO) -MDOT CMO shall act as the Point Of Contact (POC), liaison between the MDOT/OTTS TO Manager and Master Contractor Manager in the event of persistent contract personnel performance issues. The CMO is responsible for management of the contract after award.
- TO Manager – SHA representative responsible for managing the day to day activities of the TO including the direct management and supervision of the project tasks. The TO Manager will also be responsible for preparing the task assignments, review and approval of proposed change orders, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting task order performance.
- Master Contractor Key Management Personnel – Representative of the Master Contractor who oversees personnel assigned under this TO. This representative shall be the point of contact for managing and correcting any disputes related to this TO. This representative shall also be responsible for the preparation and submittal of invoices and MBE reports by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.
- TO Contractor - The CATS+ Master Contractor awarded the TO Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.

## 2.4 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or anticipated to be implemented by SHA in the near future. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor. SHA will not cover any costs associated with the professional development of the TO Contractor personnel. The TO Contractor shall submit a Professional Development Plan that identifies both annual training course cost allotments as well as annual training time allotments for each resource proposed.

In addition to the TO Contractor resource professional development training, each TO Contractor resource assigned to work on-site at an SHA facility and or SHA project site, for a period of three months or longer, regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all SHA employees and on-site TO Contractors:

- ADA Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

This MANDATORY TRAINING shall be completed prior to the on-site TO Contractor resource's start date at the SHA facility (and/or project site). Failure to complete this training prior to the resource's start date could be grounds for termination.

Each on-site TO Contractor resource shall be required to provide evidence of completing the training. There will be a certificate of completion available at the end of each training course. The on-site TO Contractor resource shall print the certificate and give a copy to the TO Manager as record of completion. The on-site TO Contractor resource shall also forward a copy of training certificates to the TO Contractor for contract management records.

The TO Contractor cannot bill the hours required for its resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses is approximately 8 hours and will be available on-line from SHA's Internet Web site. There will be no cost for materials or the training course itself.

## 2.5 PROJECT BACKGROUND

SET was formed to help increase the efficiency and effectiveness of Traffic Engineering in TEDD. Over the years, the scope of SET responsibilities has expanded; however, the core mission remains the same. SET has automated many operations and processes through software development. These systems facilitate communication across the state as well as data processing within the office. As the number and complexity of these products increase so does the need for qualified professionals to maintain them. TEDD as well as our business partners depend on agile and seamless adjustments to these products when business processes or the system environment change.

SET employs over 100 custom applications that facilitate engineering data processing. The following are some of the mission critical systems that require regular maintenance:

### **2.5.1 Project Manager (PMII)**

Project Manager is the primary tool to process Traffic Engineering project data for Office of Traffic and Safety. PMII follows every project from design to construction and supports each business unit with numerous customized reports and charts. It is tightly connected to OOTS unique processes and undergoes constant changes to adapt to business changes. OOTS productivity depends on this application.

- User Base: 300+
- Platform: Web Browser IE 8.0, IIS 6.0
- Language and DB: VB6, ASP.NET 3.5, ORACLE 11.2
- Documentation: Online developer and user guide

### **2.5.2 Electronic Design Request (eDR)**

The request to provide engineering solutions to traffic problems is made using eDR. This application collects information from seven Maryland districts and submits them to Office of Traffic and Safety for processing. It interacts with other applications such as PMII to facilitate project management.

- User Base: 300+
- Platform: Web Browser IE 8.0, IIS 6.0
- Language and DB: VB6, ASP.NET 3.5, ORACLE 11.2
- Documentation: Online developer and user guide

### **2.5.3 Multiple Database Search (MDS)**

Traffic Engineering Design document management system includes many subsystems such as Signal Plan Locator, ITS Plan Locator, Signing and Lighting Plan Locator. It interacts with multiple hardware as well as third party software to digitize and share our intellectual assets.

- User Base: 300+
- Platform: Web Browser IE 8.0, IIS 6.0, Windows 7 (32 bit)
- Language and DB: VB6, ASP.NET 3.5, ACCESS 2007 and ORACLE 11.2
- Documentation: Online developer and user guide

### **2.5.4 State Highway Administration Resource Kit (SHARK)**

This tool is developed to help manage our assets effectively. It is a knowledge bank that facilitates communication between individuals and teams throughout the life of each asset. The development of the tool will continue as it grows.

- User Base: 30-50
- Platform: Web Browser IE 8.0, IIS 6.0
- Language and DB: C# .NET 3.5 and ORACLE 11.2
- Documentation: Online developer and user guide

### **2.5.5 Traffic Asset Management System (TAMS)**

During the traffic engineering design process, Traffic Control Devices (TCD) are added to locations across the State. TAMS keeps track of these devices. It interacts with other custom applications such as Signal Plan Locator to enhance user experience.

Technical Background:

- User Base: 30-300
- Platform: Web Browser IE 8.0, IIS 6.0
- Language and DB: C# .NET 3.5 and ORACLE 11.2
- Documentation: Online developer and user guide

### 2.5.6 CAD Standards

As an engineering design office with many in-house and consultant engineers, TEDD sets policy with regards to Traffic Engineering CAD Standards and develop tools to support those policies. This will include a broad range of subjects from developing cell libraries and seed files to custom tools such as TEDD APPS and Signtools. From time to time these tools and standards need adjustments.

- User Base: 50 - 300
- Platform: MicroStation V8i
- Language: MDL (MicroStation Development Language) and MicroStation Visual Basic for Applications (MVBA)
- Documentation: CAD Standards User Guide

### 2.5.7 Program Launcher

A collection of 120 small and medium sized Microsoft Access based databases that provide information management support to various aspects of Traffic Engineering such as form management and cost estimate for signing, lighting, signal, structure and ITS design.

Technical Background:

- User Base: 30-40
- Platform: Client / Server based Desktop application.
- Language and DB: VBA and MS ACCESS 2007
- Documentation: Developer guide

The systems mentioned are some of the most important. However, they are only a typical subset of SET Systems. Mobile and GIS developments are expected to add to SET software assets in future. The new projects may include any technology that SHA adopts within the next five years. The professionals selected will act as part time or full time members of SET. They are expected to possess excellent communication skills to support our customers and develop effective interface for our software.

As part of this TORFP, the TO Contractor shall be required, but not limited to, to support the following requirements.

## 2.6 FUNCTIONAL / BUSINESS REQUIREMENTS

TO Contractor shall:

ID #	Functional / Business Requirements
2.6.1	Not perform any work on a defined work order (i.e. no billable hours permitted) without prior approval of the Task Order Manager.
2.6.2	Provide Weekly Status Updates.
2.6.3	Provide IT Project management support: <ul style="list-style-type: none"> <li>• Manage business-related IT project enhancements for identified systems.</li> <li>• Manage projects to re-platform and/or re-engineer from existing architectures to standard platform and configuration.</li> <li>• Assist in the management for application consolidation and integration.</li> <li>• Assist in the management for new application development using the best suited methodology.</li> <li>• Manage on-going maintenance and enhancement efforts for existing applications.</li> <li>• Research, critique and analyze the new concepts and trends in information technology as it applies to traffic engineering.</li> </ul>
2.6.4	Provide IT application development and support: <ul style="list-style-type: none"> <li>• Develop, test, deploy and maintain enterprise-solutions capable of managing traffic engineering intellectual assets throughout design, construction and operation phase.</li> <li>• Provide business analysis &amp; requirement gathering support for System development as well as enhancement.</li> <li>• Provide Oracle, Microsoft SQL and Access technical services for the maintenance and support of existing databases as well as design of new databases on the mentioned platforms to support new</li> </ul>

	<p>application development.</p> <ul style="list-style-type: none"> <li>• Provide ASP.NET, Visual Basic, C#, programming support to modify and improve existing custom applications on SHA approved operating system (OS).</li> <li>• Provide system enhancements that would bring the identified systems in compliance with the State Data Security Standards.</li> <li>• Provide new application development as needed.</li> <li>• Prepare and/or maintain updates to disaster recovery plans for SET systems.</li> <li>• Analyze, recommend and design appropriate system security according to policies for data and application security using MDOT and DoIT security standards.</li> <li>• Plan the upgrade of mission critical systems to minimize the negative impact on production.</li> <li>• Remove bugs and troubleshoot problems reported by user in a timely fashion.</li> <li>• Develop forms, reports and user manuals for supported applications.</li> <li>• Maintain a Trouble Report (TR)/Change Request (CR) log and update the developer and user Knowledge Bank (KB) for each application assigned.</li> <li>• Perform integration testing of remediated TR/CR code enhancements prior to releasing for User Acceptance Testing (UAT).</li> <li>• Maintain and update system documentation as identified in each Work Order Assignment.</li> <li>• Facilitate the integration of SET applications to other SHA systems including GIS, Web and desktop applications with minimal performance and productivity loss.</li> </ul>
2.6.5	<p>Provide IT GIS development and support:</p> <ul style="list-style-type: none"> <li>• Provide development services to integrate desktop and web-based Traffic Engineering applications with SHA GIS portal eGIS.</li> <li>• Support existing Traffic Engineering GIS applications, such as Signal Plan Locator, to adapt to process changes and systems software upgrade.</li> <li>• Improve Keyhole Markup Language (KMZ) generation of geographic data in MDS.</li> <li>• Provide support to integrate TEDD data to publicly used GIS platforms such as Google Map.</li> </ul>
2.6.6	<p>Provide Mobile Application development and support:</p> <ul style="list-style-type: none"> <li>• Provide business analysis and requirement gathering support for traffic engineering mobile applications to support efficient exchange of information with public and Traffic Engineering Division's business partners.</li> <li>• Provide engineering IT mobile application development services.</li> <li>• Troubleshoot problems encountered by clients using the mobile software.</li> <li>• Maintain a TR/CR log for each application.</li> <li>• Perform integration testing of remediated TR/CR code enhancements prior to releasing for UAT.</li> <li>• Maintain and update system documentation as identified in each Work Order Assignment.</li> </ul>
2.6.7	<p>Provide CAD Standards development and support:</p> <ul style="list-style-type: none"> <li>• Upgrade old CAD productivity tools to meet new standards. This includes conversion of custom tools from MicroStation Development Language (MDL) based programs to MicroStation Visual Basic for Applications (MVBA) based or C based external applications to meet current Traffic and SHA CAD Standards.</li> <li>• Provide business analysis and requirement gathering support for CAD Standard enhancements.</li> <li>• Track current, proposed, or approved Traffic CAD Standards.</li> <li>• Track items as Guidelines (recommended items) or Standard (required).</li> <li>• Coordinate Traffic CAD Standards development with SHA CAD Standards efforts to ensure consistency and eliminate conflicts.</li> <li>• Capable of exporting standards to a MicroStation Settings Manager File or other equivalent.</li> <li>• Capable of interfacing with other databases to track changes.</li> <li>• Track the CAD Standards with compatibility with versions of MicroStation and other add on packages.</li> <li>• Troubleshoot problems encountered by clients using the CAD Standards.</li> <li>• Maintain and update CAD Standards documentation.</li> <li>• Provide support and training to OOTS CAD users on the application of Traffic CAD Standards and custom Traffic CAD Tools. This is an ongoing effort with no projected completion date.</li> <li>• Ensure seamless integration of Traffic CAD Standards workspace with ProjectWise.</li> </ul>

	<ul style="list-style-type: none"> <li>• Design documents quality assurance for compliance with Traffic CAD Standards.</li> <li>• Maintain, update and enhance Traffic’s CAD Standards to keep pace with user requests the use of engineering standards. This is an ongoing effort with no projected completion date.</li> <li>• Develop CAD productivity tools based upon assigned priority by SET and within budgetary limits. This is an ongoing effort with no projected completion date.</li> <li>• Coordinate the development of tools with SHA. This is an ongoing effort with no projected completion date.</li> </ul>
2.6.8	<p>Provide Electronic Documentation Management Support:</p> <ul style="list-style-type: none"> <li>• Provide business analysis and requirement gathering support for MDS Document Management Process enhancements.</li> <li>• Troubleshooting problems encountered by clients using MDS.</li> <li>• Maintain and update MDS process documentation for administrators, developers and end-users.</li> <li>• Provide end-user support and training to Office of Traffic and Safety divisions and to their consultants in the use of MDS system. This is an ongoing effort with no projected completion date.</li> <li>• Scan and digitize plans and project documentation. Archive the hard copies On-site data administration for Traffic Engineering documentation.</li> </ul>
2.6.9	<p>Provide outreach and communication services:</p> <ul style="list-style-type: none"> <li>• Develop and disseminate communication materials such as video tutorials, brochures, flyers, etc. This is an ongoing effort with no projected completion date.</li> <li>• Coordinate outreach efforts associated with SET Software and electronic content. This is an ongoing effort with no projected completion date.</li> </ul>
2.6.10	Perform development work at SHA. The development at TO Contractor’s location is performed only with prior authorization by TO Manager. In such occasions, the code must be tested and implemented on SHA Network once development is complete.
2.6.11	Deliver copies of all associated non-compiled source code at the delivery of each sprint.
2.6.12	Be responsible for On-Call support following production roll-out of approved sprint.
2.6.13	Seek pre-approval from SHA of any third party software required in support of these applications. All licensing shall be transferable or licensed on behalf of SHA.

## 2.7 TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Technical Requirements
2.7.1	Comply with SHA approved software architecture in their development efforts.
2.7.2	Deliver copies of the application, database and web site in non-compiled native code at the completion of each approved system modification to the production environment as directed by TO Manager. In addition to the native code, TO Contractor shall deliver any third party modules or toolkits used in the construction of the application along with the transfer of appropriate licenses.
2.7.3	<p>Develop system source code and executables using one of the following technologies:</p> <ul style="list-style-type: none"> <li>• Visual Basic.NET,</li> <li>• ASP.NET</li> <li>• C#.NET</li> <li>• Oracle 11g or latest SHA approved version</li> <li>• SQL Server 2008 or latest SHA approved version</li> </ul>
2.7.4	Develop data modeling using tools ERWIN and/or TOAD Data Modeler (files to be transferred to SHA upon acceptance).

## 2.8 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

TO Contractor shall:

ID #	Non-Functional, Non-Technical Requirements
2.8.1	Prepare/update SHA approved documents using SDLC/Agile methodologies and facilitate review.
2.8.2	Document all appropriate project related artifacts and deliverables as specified in each work order assignment.

2.8.3	Set up and coordinate various meetings including prep minutes: <ul style="list-style-type: none"> <li>• Participate in internal/external SHA staff meetings as requested.</li> </ul>
2.8.4	Perform any SHA approved system upgrades after 6:00 p.m. during the work week or any time on weekends unless otherwise approved by SHA.
2.8.5	Provide resources, if called upon, to provide training for end users and or system administrators.

## 2.9 WORK ORDER ASSIGNMENTS

Work Orders shall be issued under this TORFP to the TO Contractor on an as-needed basis. SHA shall issue a Work Order (Attachment 14) assignment to the TO Contractor identifying the scope and restrictions of the effort to be completed. A Work Order could include, but is not limited to, small additions or enhancements to the SET's applications, the development of new applications or other defined support services. The TO Contractor shall review and provide an estimate of the cost using hours and rates based upon the approved labor categories rates to complete the assignment. When TO Contractor estimate is approved by the TO Manager, the TO Contractor shall attend a minimum of one (1) review session to collect the pertinent requirements associated with the assignment and provide an updated Work Order estimate if required. The TO Contractor shall be responsible for developing a requirements definition resulting from the review session(s), as a vehicle to verify, document, and maintain the results of each session.

The TO Contractor shall also develop an implementation plan according to the SHA approved direction resulting from the review session(s), complete the Work Order assignment, and review and test the completed assignment with the customer prior to promotion from TO Contractor development environment to the testing and to the production environments located at SHA.

Once the assignment is finished, the TO Contractor shall finalize any code documentation and submit to the SHA TO Manager.

## 2.10 WORK ORDER PROCESS

The TO Manager shall, on an as needed basis, issue work to the TO Contractor using this Work Order process. The Work Order process is applicable to all tasks under this TORFP. A Work Order may be issued for either fixed price or time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1. The process for a Work Order is as follows:

- A) The TO Manager shall e-mail a Work Order Request (See Attachment 14) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request
  - 4) Performance testing period (as applicable)
  - 5) Required place(s) where work must be performed
  - 6) Other specific information as requested from the TO Contractor
- B) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the requirement/work;
  - 2) A price to complete the Work Order Request using the format provided in Attachment 14.
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
    - a) a description of the proposed work plan in narrative format including time schedules, and if required a Work Breakdown Structure (WBS) chart. This description shall include a schedule of resources including proposed subcontractors and related tasks, including an explanation of how tasks will be completed.

- b) Identification of those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
  - c) The personnel resources, including those of SHA and subcontractors, and estimated hours to complete the task.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- C) For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP; for a fixed price Work Order, the TO Manager will review the response and will confirm the proposed prices are acceptable.
- D) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- E) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

**2.11 SERVICE LEVEL AGREEMENT (SLA)**

The table below defines SHA’s proposed SLA model. Master Contractor shall acknowledge agreement with this SLA model:

Service Levels	Phone Response	On-Site Response	Response Availability	Resolution	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs a day	Within 12 hours after first report	Provide hourly updates until resolution.
High	1 hour	4 hours	7 days/week, 24 hrs a day	Within 24 hours after first report	Provide updates by COB each day until resolution
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8 a.m.-5 p.m.	Within 48 hours after first report	On-site response to calls after 1p.m. may be by 9a.m. the next morning

**2.12 BACKUP / DISASTER RECOVERY**

All backup and recovery tasks and responsibilities will be handled by other resources within SHA and is considered not part of this TORFP.

**2.13 HARDWARE, SOFTWARE, AND MATERIALS**

There will be no Hardware, Software or Materials purchased under this Task Order.

**2.14 WORK HOURS**

Majority of this work is to be performed onsite in Office of Traffic and Safety in Hanover, Maryland with available tools such as Visual Studio 2008, VB 6.0 and Microsoft Office 2007. During a specific task order, typically the TO Contractor will provide services on site for one to three days a week. These days will be set in advance, but may be altered with TO Manager’s prior approval. To meet the deadlines, on some occasions, work days could expand to five (5) days a week on-site and/or off site work.

## **2.15 PERFORMANCE EVALUATION**

TO Contractor personnel shall be evaluated by the TO Manager on a yearly basis for assignments performed during that period. The established performance evaluation and standards are included as Attachment 13. Performance issues identified by the agency at any time throughout the duration of the contract are subject to the mitigation process described in Section 2.16 below.

## **2.16 PERFORMANCE PROBLEM MITIGATION**

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

- The TO Manager shall notify TO Contractor and MDOT Contract Management Office in writing describing the problem and delineating remediation requirements;
- The TO Contractor shall have three (3) business days to respond with a written Remediation Plan;
- The Remediation Plan shall be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO;
- MDOT CMO shall give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.
- Should the issue be associated with, but not limited to, Sexual Harassment or Workplace Violence (actual or threat), the TO Manager has the right to ask for immediate removal of the TO Contractor personnel without requiring remediation. If this situation would occur, the resource would be escorted out of the building immediately with no option of returning.

## **2.17 SUBSTITUTION AND REPLACEMENT OF PERSONNEL**

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

After award, the TO Contractor shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:

- The TO Contractor may not substitute personnel without the prior approval of the agency.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution.

## **2.18 PREMISES AND OPERATIONAL SECURITY**

- Within sixty (60) days of Notice To Proceed, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized law enforcement agencies, including the FBI. 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. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT 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 employees shall, while on State premises, display their State issued identification cards without exception.



- 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 TO Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration shall be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MDOT Port Administration (MPA) shall comply with all MPA security requirements.
- 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.

## 2.19 DELIVERABLES

### 2.19.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable the TO Contractor shall submit to the TO Manager one (1) hard copy and one (1) electronic copy compatible with Microsoft Office 2007 or Microsoft Project 2007.

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

### 2.19.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.19.2.1	Deliverable A – Daily Status report in SHARK (SET Knowledge Bank)	The content to be documented: <ul style="list-style-type: none"> <li>• Activities completed</li> <li>• Activities in progress</li> <li>• Activities on hold</li> <li>• Activities requiring overtime</li> <li>• New requests</li> </ul>	Receipt by next working day / Completed for Every Working day
2.19.2.2	Deliverable B – Monthly Invoices	Contains content defined in Section 2.25.1 and accurately reflects time worked.	Receipt by the 10 <sup>th</sup> day of each month with specified content.
2.19.2.3	Deliverable C - Monthly MBE Reports	Completed forms for D-5 and D-6 from Attachments in TORFP.	Receipt of Attachment 2 – Form D-5 by the 10 <sup>th</sup> day of each month with specified content and submitted with the monthly invoice. Receipt of Attachment 2 – Form D-6 by the 10 <sup>th</sup> day of each month with specified content and submitted directly by the Subcontractor.
<b>Deliverables required from Work Order Task Assignments</b>			
2.19.2.4	Ancillary Documentation	Deliverable shall be an MS Office document. The contents of document will be defined for each work order.	As defined in each work order.
2.19.2.5	Ancillary Work Order Task Deliverable	Acceptance criteria for Work Order Task Deliverable will be defined in each Work Order.	As defined in each work order.
2.19.2.6	Code Update – Regular update of the code at deployment.	The code delivered in SET repository shall match the application running on Production at any time after last update.	Upon production update / With each update

## 2.20 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.

## 2.21 MASTER CONTRACTOR COMPANY MINIMUM

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

## 2.22 MASTER CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory.

The Master Contractor shall propose a team of up to 4 individuals that collectively shall possess the following minimum qualifications in the area of application development. The team shall possess:

### **Required Experience**

- 5 years of application development experience with VBA and Microsoft Access 2003 or higher
- 4 years of experience with Visual Basic 6.0 programming
- 2 years of experience with ASP Classic programming
- 5 years of experience with ASP.NET programming
- 4 years of experience with C#.NET programming
- 2 years of experience with VB.NET programming
- 5 year of development experience with .NET Framework
- 2 years of application development experience with Microsoft SQL Server 2008
- 2 years of crystal report development experience
- 4 years of experience Writing queries with Oracle PL/SQL
- 3 years of interactive map development experience with ESRI ArcGIS Software Suite
- 5 years of experience with Bentley MicroStation administration
- 2 years of experience with Bentley IPLOT customization
- 2 years of experience with Bentley ProjectWise administration and setup
- 2 years of development experience with Web Services
- 3 years web development experience using Java Script
- 1 year of development experience in Cascading Style Sheets.
- 1 year of development experience in Extensible Markup Language (XML)
- 1 year of development experience in SSL
- 1 year of experience in Hardware and Software maintenance and upgrades
- 2 years of mobile application development experience using Objective-C
- 2 years of mobile application development experience for Android platform
- 3 years of experience developing custom tools for MicroStation

## **2.23 MASTER CONTRACTOR PERSONNEL OTHER REQUIREMENTS**

The following experience is desired but is not required:

- 3 years of experience designing mobile friendly websites
- 2 years of experience with MicroSoft SharePoint Administration
- 2 years of Experience with MicroSoft IIS Administration
- 1 year writing queries for ORACLE 11g or higher
- 1 year development experience with HTML 5
- 2 years programming experience with MDL (MicroStation Development Language)
- 1 year of experience with Windows Server setup and configuration

## **2.24 RETAINAGE**

There will be no retainage associated with this Task Order.

## **2.25 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.19.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Agency Acceptance of Deliverable form – Attachment 8, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 10th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.25.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A. The invoice shall identify the SHA TEDD - SET as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, labor category and a Master Contractor point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Agency Acceptance of Deliverable form – Attachment 8, for each deliverable being invoiced) submitted for payment to the SHA at the following address: Daryoosh Mosleh at 7491 Connelly Drive, Hanover MD, 21076
- C. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.26 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall provide a completed MBE Participation form to SHA TEDD - SET at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form. Subcontractor reporting shall be sent directly from the subcontractor to SHA TEDD - SET. SHA TEDD - SET 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 Procurement Officer and TO Manager.

## **2.27 SECURITY AND CONFIDENTIALITY**

The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the MDOT'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 Information Technology's web page at [www.doit.maryland.gov](http://www.doit.maryland.gov)

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

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

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

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

## **2.28 PREMISIS AND OPERATIONAL SECURITY**

- Within sixty (60) days of Notice to Proceed, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. 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.
- MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT 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 employees shall, while on State premises, display their State issued identification cards without exception.
- 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 TO Agreement.
- TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration must be capable of qualifying for and obtaining a BWI Airport Security badge to include U.S. Customs Seal and Transportation Identifications. Resources proposed to perform services for Maryland Port Authority (MPA) must comply with all MPA security requirements.
- 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.

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# SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

## 3.1 REQUIRED RESPONSE

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

## 3.2 FORMAT

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

### 3.2.1 TO TECHNICAL PROPOSAL

#### A. Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) Proposed Solution: A narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive description of Master Contractor's plan to maintain SET Systems listed in Section 2.5. Include any tasks to be performed by State or third party personnel.
- 3) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.
- 4) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

#### B. Proposed Personnel

- 1) Identify and provide an Attachment 5 – Labor Category Personnel Resume Summary for each of the four proposed personnel by CATS+ labor category. Each Attachment 5 shall 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 and possess any required certifications in accordance to Section 2.21.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

#### C. MBE Participation

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

#### D. Subcontractors

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

#### E. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of projects or contracts the Master Contractor or subcontractor, if applicable 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, e-mail and telephone number (point of contact must be available and knowledgeable regarding the work performed)
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 2) Traffic Engineering Automation Experience: If applicable to this TO, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government agency. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

**F. Proposed Facility**

Identify Master Contractor's facilities, including address, from which any work will be performed. Majority of the work will be performed at SHA site (7491 Connelly Drive, Hanover, Maryland 21076). Any work at a TO Contractor's facility will be occasional.

**G. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

**H. Confidentiality**

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. 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 TO FINANCIAL PROPOSAL**

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. Attachment 1– Price Proposal, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the price proposal. Prices shall be valid for 120 days.
- C. To be responsive to this TORFP, the Price Proposal (Attachment 1) shall provide labor rates for all labor categories. Proposed rates are not to exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.

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

### **4.1 OVERVIEW**

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

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

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

- Personnel experience required in Section 3.2.1.B.
- The Master Contractor and subcontractor Experience and Capabilities as specified in Section 3.2.1.E.
- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.

### **4.3 SELECTION PROCEDURES**

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.21 and quality of responses to Section 3.2. TO Financial Proposals will be considered only for TO Proposals deemed technically qualified. All others will be deemed not reasonably susceptible for award and will receive an email notice from the TO Procurement Officer of not being selected to perform the work.
- B. Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified.
- C. Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. Work will be issued under this TORFP to the awarded Master Contractor following a work order process.. In making this selection, Technical merit has greater weight than price.

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

# ATTACHMENT 1 –PRICE PROPOSAL

## PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP #J02B3400055

Master Contractor shall propose exactly four named resources (Resources 1-4) that shall be available to start at TO award. Additional resources shall be obtained after TO award through a work order process up to the maximum specified in TORFP Section 2. Financial evaluation will be based on a total 4,000 hours per year. Total hours are an estimated number of hours only.

	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed Price
<b>Year 1</b>			
<i>Resource #1 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #2 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #3 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #4 – (Insert Name and Labor Category)</i>	\$	1000	\$
<b>Total Year #1</b>		<b>4,000</b>	\$
<b>Year 2</b>			
<i>Resource #1 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #2 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #3 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #4 – (Insert Name and Labor Category)</i>	\$	1000	\$
<b>Total Year #2</b>		<b>4,000</b>	\$
<b>Year 3</b>			
<i>Resource #1 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #2 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #3 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #4 – (Insert Name and Labor Category)</i>	\$	1000	\$
<b>Total Year #3</b>		<b>4,000</b>	\$
<b>Year 4</b>			
<i>Resource #1 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #2 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #3 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #4 – (Insert Name and Labor Category)</i>	\$	1000	\$
<b>Total Year #4</b>		<b>4,000</b>	\$
<b>Year 5</b>			
<i>Resource #1 – (Insert Name and Labor Category)</i>	\$	1000	\$



<i>Resource #2 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #3 – (Insert Name and Labor Category)</i>	\$	1000	\$
<i>Resource #4 – (Insert Name and Labor Category)</i>	\$	1000	\$
<b>Total Year #5</b>		<b>4,000</b>	\$
<b>Total Evaluated Price Years #1 – 5</b>			<b>\$</b>

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Rates shall be fully loaded to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. This form shall not be altered. All pricing shall be Valid for 120 days.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# 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> <hr/> <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> <hr/> _____% Total percentage of Supplies/Products <b>x _____ 60% (60% Rule)</b> <hr/> <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 \_\_\_

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

**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL  
AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

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

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

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

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 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

**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:

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

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: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm’s Name: _____	Firm’s Name: _____	Firm’s Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____	Address: _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	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.**

Submit as required in TO Contractor MBE Reporting Requirements

This form is to be completed monthly by the prime

**ATTACHMENT 2 – MBE Form 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:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:30%; 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:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:30%; 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):**

Daryoosh Mosleh Office of Traffic and Safety State Highway Administration 7491 Connelly Drive Hannover, Maryland 21076 Email: dmosleh@sha.state.md.us	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us
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This form must be completed by  
MBE subcontractor

## ATTACHMENT 2 - MBE Form 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: _____
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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: 15%; 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><b>Total Dollars Paid: \$</b></td> <td>_____</td> <td></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: 15%; 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><b>Total Dollars Unpaid: \$</b></td> <td>_____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b>	_____	
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<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):**

Daryoosh Mosleh Office of Traffic and Safety State Highway Administration 7491 Connelly Drive Hanover, Maryland 21076 Email: dmosleh@sha.state.md.us	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

# **MDOT MBE/DBE FORM E**

## **GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION**

### **PART 1 – GUIDANCE FOR DEMONSTRATING GOOD FAITH EFFORTS TO MEET MBE/DBE PARTICIPATION GOALS**

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

#### **I. Definitions**

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

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

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

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

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

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

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

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

#### **1. Identified Items of Work in Procurements**

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

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

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

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

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

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

#### **1. DBE Firms Identified in Procurements**

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

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

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

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

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

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

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

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
  - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE/DBE Firms to respond
  - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE/DBE, and other requirements of the contract to assist MBE/DBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. "All" Identified Firms includes the DBEs listed in the procurement and any MBE/DBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE/DBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. "Electronic Means" includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE/DBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible by the interested MBE/DBE.
4. Follow up on initial written solicitations by contacting DBEs to determine if they are interested. The follow up contact may be made:
  - (a) by telephone using the contact information in the MBE/DBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE/DBE Firms certified to perform the work of the contract. Examples of other means include:
  - (a) attending any pre-bid meetings at which MBE/DBE Firms could be informed of contracting and subcontracting opportunities;
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website; and
  - (c) effectively using the services of other organizations, as allowed on a case-by-case basis and authorized in the procurement, to provide assistance in the recruitment and placement of MBE/DBE Firms.

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

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

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE/DBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE/DBE Firms to perform the work.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. Other Considerations

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

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

### IV. Documenting Good Faith Efforts

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

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

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

#### B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a) through (e) and 49 C.F.R. Part 26, Appendix A. **(Complete Outreach Efforts Compliance Statement)**
2. A detailed statement of the efforts made to contact and negotiate with MBE/DBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE/DBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Form E, Part 3, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and
  - (b) a description of the information provided to MBE/DBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

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

1. For each MBE/DBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE/DBE and Non-MBE/DBE Firms quoting similar work.
2. For each certified MBE/DBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE/DBE and Non-MBE/DBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**
3. A list of MBE/DBE Firms contacted but found to be unavailable. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE/DBE contractor or a statement from the bidder/offeror that the MBE/DBE contractor refused to sign the Minority Contractor Unavailability Certificate.

**D. Other Documentation**

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

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

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

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

Prime Contractor	Project Description	SOLICITATION NUMBER

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

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

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

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

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 Date

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

## MDOT MBE/DBE FORM E

### GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

### PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE/DBE FIRMS

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

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 2 SOLICITATION NUMBER</b>

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

Please check if Additional Sheets are attached.

# MDOT MBE/DBE FORM E

## GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

### PART 4 – IDENTIFIED MBE/DBE FIRMS AND RECORD OF SOLICITATIONS

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

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 3 SOLICITATION NUMBER</b>

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		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE  <input type="checkbox"/> Self-performing
<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		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE/DBE <input type="checkbox"/> Used Non-MBE/DBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

## MDOT MBE/DBE FORM E

### GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

#### PART 5 – ADDITIONAL INFORMATION REGARDING REJECTED MBE/DBE QUOTES

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

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 4 SOLICITATION NUMBER</b>

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 #J02B3400055 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 20\_\_ by and between **Task Order Contractor (Master Contractor)** and the STATE OF MARYLAND, State Highway Administration.

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 State Highway Administration, as identified in the CATS+ TORFP #J02B3400055.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals #J02B3400055, dated **MONTH DAY, 2014**, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **Master Contractor** dated **MONTH DAY, YEAR**.
  - d. “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the Master Contractor.
  - e. “TO Agreement” means this signed TO Agreement between **TO Requesting Agency** and **Master Contractor**.
  - f. “Master Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the Master Contractor.
  - h. “TO Technical Proposal” means the Master Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
  - i. “TO Financial Proposal” means the Master Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The Master Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal
    - d. Exhibit C – TO Financial Proposal



2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the Master 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 Master 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 Master 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 Master 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 Master Contractor from proceeding with the TO Agreement as changed.

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the Master 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 five (5) years, commencing on the date of Notice to Proceed and terminating on five (5) years from Notice to Proceed

### 4. Consideration and Payment

4.1 The consideration to be paid the Master 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 Master 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 Master Contractor's risk of non-payment.

4.2 Payments to the Master 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 Master Contractor, acceptance by the Agency of services provided by the Master Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the Master 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 Master Contractor to be reduced or withheld until such time as the Master 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.

**Master Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, MDOT/State Highway Administration

\_\_\_\_\_  
By: Thomas P. Hickey, Director  
Office of Procurement, MDOT

\_\_\_\_\_  
Date

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

## **ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

# ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

## INSTRUCTIONS:

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

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

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

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

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.22 of this TORFP	
Experience: Insert the experience description from the CATS+ RFP  a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.22 of this TORFP  Provide dates in the format of MM/YY to MM/YY	
Duties (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

**Master Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature Date

**Proposed Individual:**

\_\_\_\_\_  
Signature Date

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

## ATTACHMENT 6 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

Master Contractor Name

Master Contractor Mailing Address

Re: CATS+ Task Order Agreement #J02B3400055

Dear Master Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Daryoosh Mosleh

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

# ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: SHA TEDD-SET IT Programs Business Services

TO Agreement Number: #J02B3400055

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Daryoosh Mosleh

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

Name of Master Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
Master Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

Submit as required in the TORFP.

# ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Highway Administration

TORFP Title: SHA TEDD-SET IT Programs Business Services

TO Manager: Daryoosh Mosleh, 410-787-7618

**To:**

The following deliverable, as required by TO Agreement #J02B3400055, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

**Is accepted as delivered.**

**Is rejected for the reason(s) indicated below.**

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.



# ATTACHMENT 9 – 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 #J02B3400055 for SHA TEDD-SET IT Programs Business 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 this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

SUBMIT AS REQUIRED IN THE TORFP

# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (MASTER 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 State Highway Administration (the “Department”), and \_\_\_\_\_ (“Master Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

## RECITALS

**WHEREAS**, the Master Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for SHA TEDD-SET IT Programs Business Services TORFP No. J02B3400055 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the Master 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 Master 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. Master 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. Master Contractor shall limit access to the Confidential Information to the Master 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 Master 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 Master Contractor. Master Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the Master Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Master Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the Master 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. Master 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. Master 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 Master Contractor’s Personnel or the Master Contractor’s former Personnel. Master Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Master 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 Master Contractor or by the Master Contractor's Personnel shall constitute a breach of the TO Agreement between the Master Contractor and the State.
8. Master Contractor acknowledges that any failure by the Master Contractor or the Master 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 Master Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Master 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 Master Contractor and the Master 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 Master Contractor or any of the Master Contractor's Personnel to comply with the requirements of this Agreement, the Master Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. Master Contractor and each of the Master 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 Master 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 Master 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.

**Master Contractor/Master Contractor's Personnel: MDOT/State Highway Administration:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN THE TORFP

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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# ATTACHMENT 11 – MASTER 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?

Yes  No  (If no, explain why) \_\_\_\_\_

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 sub-contractor; \$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 12 – SAMPLE STATUS REPORT

## SHA Highway Development IT Programs Business Services Task Order

<b>Week Ending:</b>	<b>Date:</b>
<b>Report Prepared by:</b>	<b>Task Number: J02B3400055</b>
<b>Master Contractor:</b>	
<b>Task Name: SHA TEDD-SET IT Programs Business Services</b>	

Name	Labor Category	Hours Expended for the Week	Cumulative Hours Expended

**ACTIVITIES COMPLETED:**

**Resource 1 Name:**

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

**Resource 2 Name:**

Project 1 or Task 1: (Hours spent)

- Subtasks of project or task.

Project 2 or Task 2: (Hours spent)

- Subtasks of project or task.

**ACTIVITIES IN PROGRESS:**

**Resource 1 Name:**

- Activity

**Resource 2 Name:**

- Activity

**NEXT WEEK'S PLANNED ACTIVITIES:**

**Resource 1 Name:**

- Activity

**Resource 2 Name:**

- Activity

**ACTIVITIES ON HOLD/ISSUES:**

**Resource 1 Name:**

- Activity / Issue

**Resource 2 Name:**

- Activity / Issue

**ACTIVITIES REQUIRING OVERTIME AND TIME USED:**

Resource	Date	Hours	Comments

**ACTION ITEMS:**

Resource	Item	Status	Comments

## ATTACHMENT 13 – 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		



DEPENDABILITY	Evaluation						Raw Score
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards		
<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
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		

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; contributes 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

INTERPERSONAL RELATIONSHIPS	Evaluation				
	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

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 out-look 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 <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> 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 <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> 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 14 – SAMPLE WORK ORDER

<b>WORK ORDER</b>	Work Order #	Contract #		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<u>Purpose</u>				
<u>Statement of Work</u>				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
<b>Deliverables are subject to review and approval by AGENCY prior to payment.</b> <i>(Attach additional sheets if necessary)</i>				
<u>Start Date</u>		<u>End Date</u>		
<b>Cost</b>				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
<u>Master Contractor</u>		<u>AGENCY Approval</u>		
_____ <i>(Signature)</i> Master Contractor Authorized Representative _____ (Date)		_____ <i>(Signature)</i> AGENCY TO Manager _____ (Date)		
<b>POC</b>	<i>(Print Name)</i>	<b>TO Manager</b>	<i>(Print Name)</i>	
<b>Telephone No.</b>		<b>Telephone No.</b>		
<b>Email:</b>		<b>EMAIL:</b>		



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

# ATTACHMENT 16 - 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 17 – 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+). Please see DoIT website for full description.
  
- 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

**This form is required as per section 2.13 no later than 60 days of notice to proceed**