

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

**SHA - GIS ONE MARYLAND ONE CENTERLINE  
(OMOC) SUPPORT**

**CATS+ TORFP #J02B540069**



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

**Issue Date: March 11, 2015**

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**KEY INFORMATION SUMMARY SHEET**

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or with a Master Contractor Feedback form (See Section 3).

<b>Solicitation Title:</b>	<b>SHA GIS OMOG SUPPORT</b>
<b>Solicitation Number (TORFP #):</b>	<b>J02B5400069</b>
<b>Functional Area:</b>	<b>Functional Area: 4 – Geographical Information Systems</b>
<b>Issue Date:</b>	<b>March 11, 2015</b>
<b>TO Pre-proposal Conference:</b>	<b>A TO Pre-Proposal Conference will be held on Tuesday March 24, 2015, at 10:00 a.m., at MDOT Headquarters, 7201 Corporate Drive, Hanover MD 21076 in the 4th floor Board Room. See Attachment 6 for specific details.</b>
<b>Questions Due Date and Time:</b>	<b>Thursday, March 26, 2015 2:00 p.m. Local Time</b>
<b>Closing Date and Time:</b>	<b>Tuesday, April 7, 2015 at 2:00:00 p.m. Local Time</b>
<b>TO Requesting Agency:</b>	Maryland Department of Transportation State Highway Administration Office of Planning and Preliminary Engineering (OPPE) Data Services Engineering Division (DSED)
<b>Send Questions and Proposals to:</b>	Joseph Palechek <a href="mailto:jpalechek@mdot.state.md.us">jpalechek@mdot.state.md.us</a>
<b>TO Procurement Officer:</b>	Joseph Palechek Office Phone Number: 410-865-1129 Office Fax Number: 410-865-1388
<b>TO Manager:</b>	Laurie Goudy Office Phone Number: 410-545-5681 Office Fax Number: 410-209-5051 e-mail address: <a href="mailto:lgoudy@sha.state.md.us">lgoudy@sha.state.md.us</a>
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	Three (3) Years
<b>DBE Goal:</b>	<b>15%</b>
<b>VSBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Master Contractors Place of Business

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor Personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor, its agents, subcontractors, or subcontractor agents in support of this TO over the course of the TO period of performance.
- **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.
- **MDOT Contract Management Office (CMO)** – The CMO is responsible for management of the TO contract after award.

### 1.3 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.

### 1.4 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the exact due date and time will not be considered.

### 1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of interviews. The TO Procurement Officer will notify Master Contractor of the time and place of interviews.

Interviews, which are a type of oral presentation, will be performed in person for all Offerors meeting minimum qualifications. All candidates shall be interviewed in substantially the same manner.

### 1.6 QUESTIONS

All questions must be submitted via e-mail 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.

### 1.7 TO PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Tuesday, March 24, 2015 beginning at 10:00 a.m. (Local Time) at MDOT HQ, 7201 Corporate Centre Drive, Hanover, Maryland 21076 in the 4th floor Board Room.** Attendance at the Conference is not mandatory, but all interested TO Contractors are encouraged to attend in order to facilitate better preparation of their responses. Please see Attachment 6 for specific details on attendance. Confirmation of attendance is required by 2:00 p.m. Local Time on Friday, March 20, 2015.

As promptly as is feasible to the Conference, a summary of the Conference and all questions and answers will be distributed, free of charge, to all Master Contractors along with a listing of all Conference attendees.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than two (2) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation

and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

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

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

### **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

### **1.10 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 is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

### **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel performed in completing tasks for this TORFP shall be included in the fully loaded labor rates for services performed under the resulting Task Order.

### **1.12 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required DBE documentation (Attachment 2 – MDOT DBE Form A and Form B) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required DBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

**1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a 0 % VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

**1.14 NON-DISCLOSURE AGREEMENT****1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

Certain system documentation may be available for Master Contractors to review at a reading room at SHA's address as listed in the Key Information Summary Sheet. Master Contractors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer to schedule an appointment.

**1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

**1.15 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.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

**1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

**1.17 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 TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

**1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

SHA is issuing this CATS+ TORFP to obtain GIS application development services in accordance with the scope of work described in this Section 2.

As part of the evaluation of the proposal for this TO, Master Contractors shall propose exactly four (4) key resources and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

SHA expects four (4) resources to be available as of the start date specified in the Notice To Proceed (NTP).

SHA anticipates issuing a work order immediately upon TO award for four (4) additional resources bringing the total up to eight (8) resources following the Work Order Process in Section 2.12.

This CATS+ TORFP is issued to acquire the services of the following job roles as defined by individual Work Orders:

- Project Manager (1) **(one (1) available as of NTP)**
- Business Analyst (1)
- System Architect (1) **(one (1) available as of NTP)**
- Database Administrator (1) **(one (1) available as of NTP)**
- Database Analyst (1)
- GIS Specialist (1) **(one (1) available as of NTP)**
- Geospatial Web Developer Senior (1)
- Geospatial Web Developer (1)

SHA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a Staffing Plan that can best satisfy the TO requirements.

### 2.2 REQUESTING AGENCY BACKGROUND

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

### 2.3 PROJECT BACKGROUND

The Maryland State Highway Administration (SHA) is responsible for maintaining a statewide road centerline dataset containing linear referencing route and measure information and an inventory of roadway characteristics. This dataset is mandated to satisfy Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting requirements. HPMS is the Federal government official source of data on the extent, condition, performance, use and operating characteristics of the nation's highways.

Each year, FHWA requires each state to submit an inventory of publicly maintained roads, including accurate mileage, lane mileage and travel information. This data is used in the apportionment of Federal-Aid Highway Funds to the states. SHA collects and maintains this data for state maintained roads and relies on local jurisdictions to report major improvements for local government maintained roads. Through the SHA Local Road Improvement Process, local government agencies in Maryland are required to submit information to SHA regarding major changes or additions to local roadways and an updated certification of local road mileage.

As a result of the Federal surface transportation funding program, the Moving Ahead for Progress in the 21st Century Act (Map-21), which was signed into law in October 2012, beginning in June 2014, states are required to include dual carriageways and all publicly maintained roads as part of their HPMS Submission. This new requirement is driving SHA to expand current business process and to coordinate closely with Maryland's local jurisdictions.

SHA is looking to transition their current in-house systems for managing and maintaining centerline information and linear referencing system to leverage the expanded capabilities and enhancements offered by ESRI's Roads and Highways software. ESRI's Roads and Highways suite offers tools to update existing internal workflows and implement new processes to work effectively and efficiently with local partners.

## **2.4 PROFESSIONAL DEVELOPMENT**

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. This education shall be associated with the technologies currently utilized by SHA or adopted 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; and
- 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 resources start date could be grounds for termination.

Each on-site TO Contractor resource shall be required to certify that training was completed. 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 the 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.

With Maryland State Highway Administration prior approval, the time allocated to these continuing education activities for staff deployed to Maryland State Highway Administration on a full-time basis may not be charged to this task order. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by Maryland State Highway Administration in the near future.

## **2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

## **2.6 REQUIREMENTS**

### **2.6.1 TRANSITION-IN REQUIREMENTS**

At Notice to Proceed the TO Contractor and the SHA Project Management team will conduct a kick-off meeting to review the scope of work, staffing plan, deliverables, and communication plan.

## 2.6.2 TRANSITION-OUT REQUIREMENTS

If the TO Contractor does not receive any follow-on work at the end of this Task Order, the team will provide updated documentation which includes but is not limited to system documentation, design documentation, source code and outstanding issues and tasks.

## 2.6.3 FUNCTIONAL / BUSINESS REQUIREMENTS

Functional requirements relate to what business processes shall be provided or supported under the TO.

### 2.6.3.1 Phase 1- Begin Year 1- Estimated completion time: 1.5-2 years

Phase 1 requires functional implementation of ESRI Roads and Highways Desktop for internal SHA linear reference method (LRM) and road inventory data management, as well as HPMS reporting. This phase includes a review of existing SHA systems and methods for managing the existing LRM and data collection/management processes, and preparation of HPMS reports. Recommendations for enhancements to existing methods and processes will be provided for SHA to increase efficiency and leverage new techniques provided in ESRI Roads and Highways. Functional requirements, LRS data and system integration requirements, and system requirements will be determined. An implementation plan and project schedule will be created. A physical database design leveraging the ESRI Roads and Highways database will be created. Configurations to ESRI Roads and Highways will be made to accommodate required SHA workflows, including rule-based location management. Data will be migrated from existing SHA data repositories, and scripts created for migration as needed. Quality control and workflow management tools will be defined and implemented to assess data quality and track job status. SHA staff will be adequately trained on use of the new system for editing and maintaining the new linear referencing system (LRS) and roadway inventory data, and submitting annual HPMS reports. There will be an initial rollout for testing. Identified bugs or issues will be addressed before a final rollout to production in the SHA environment. Documentation and system support will be provided.

### 2.6.3.2 Phase 2 – Begin Year 1- Estimated completion time: 2-2.5 years

Phase 2 results in functional implementation of ESRI Roads and Highways Server and Roadway Characteristics Editor (RCE) for data updates and interaction with local Maryland jurisdictions. RCE would be housed by SHA and made accessible for all local Maryland jurisdictions to utilize for their Local Road Improvement submissions. This phase will include a review of existing local road improvements reporting processes. Recommendations for enhancements to existing methods and processes will be provided for SHA to increase efficiency and leverage new techniques provided in ESRI Roads and Highways. In addition, this phase will include an evaluation of existing centerlines datasets and centerline use cases in Maryland's local jurisdictions (23 Maryland counties and Baltimore City), and offer recommendations for SHA and local jurisdictions to maintain one, seamless, authoritative-based centerline in a collaborative environment to support these use cases. Functional requirements, data conflation requirements, LRS data and system integration requirements, and system requirements will be determined for data submission and certification from local jurisdictions, and data verification, updates and QA/QC by SHA. An implementation plan and project schedule will be created. Configurations to ESRI Roads and Highways will be made to accommodate required workflows. Quality control and workflow management tools will be defined and implemented to assess data quality and track job status. SHA staff will be adequately trained on use of the new system

for editing and integrating updates from local jurisdictions to the ESRI Roads and Highways linear referencing system (LRS) and roadway inventory data. SHA staff and local Maryland jurisdiction staff will also be trained on use of the new system for updating editing and updating business data tied to the ESRI Roads and Highways linear referencing system. There will be an initial rollout for testing. Identified bugs or issues will be addressed before a final rollout to production in the SHA environment. Documentation and system support will be provided.

#### 2.6.3.3 Phase 3 – Begin Year 3 - Estimated completion time: 1 year

Phase 3 results in further configuration and in-depth customization of ESRI Roads and Highways to include other desired functionality. This phase will include creation of additional tools, including data access and viewing tools, reporting tools and straight-line diagramming tools. Functional and system requirements will be determined for these tools. An implementation plan and project schedule will be created. Configurations to ESRI Roads and Highways will be made to accommodate required workflows. Quality control and workflow management tools will be defined and implemented to assess data quality and track job status. SHA staff will be adequately trained on use of the new tools. There will be an initial rollout for testing. Identified bugs or issues will be addressed before a final rollout to production in the SHA environment. Documentation and production system support will be provided.

### 2.6.4 TECHNICAL REQUIREMENTS

Technical requirements relate to IT system design or performance required under the TO.

ID #	Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.4.1	Fully functional SHA system infrastructure (databases, software, hardware, licenses) replicated at the TO Contractor's office facility. Windows Server 2008 R2 or higher, ArcGIS 10.2, ESRI Roads & Highways, Oracle 11g R2, 4.0+ .NET framework, ArcGIS API for Java Script, ASP.NET 2010	2.8.4.1; 2.8.4.2; 2.4.8.3
2.6.4.2	GIS support within the general scope of this TORFP, at the direction of the TO Manager	

### 2.6.5 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

Non-functional, non-technical requirements may include any requirements not related to IT system make-up or business processes. Examples are personnel tasks, SDLC documentation, required meetings, etc.

ID #	Non-Functional, Non-Technical Requirements	Associated Deliverable ID # from Section 2.8.4 below as applicable
2.6.5.1	Set up and coordinate various meetings and prepare meeting minutes. • Facilitate Coordination meetings	2.8.4.1; 2.8.4.2; 2.4.8.3

	<ul style="list-style-type: none"> <li>Record and disseminate meeting minutes and action items</li> </ul> <p>Mandatory participation in weekly internal SHA staff meetings as requested.</p>	
2.6.5.2	<p>Prepare documents &amp; facilitate review:</p> <ul style="list-style-type: none"> <li>Assist a team composed of SHA subject matter experts and vendor resources confirming functional requirements, data requirements, security requirements, defining interfaces, establishing test plans, communications plans, project plans, project schedules and risk management plans</li> <li>Document all appropriate project related artifacts and deliverables.</li> </ul>	2.8.4.1; 2.8.4.2; 2.4.8.3
2.6.5.3	Perform additional tasks in support of GIS activity generally under the scope of this TORFP as directed by the TO Manager.	

### 2.6.6 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

- TO Contractor Personnel requirements as described in Section 2.6.3.
- Tasks will primarily be performed at TO Contractor's office facility using a replicated SHA environment
- TO Contractor must provide all resources, including software license, to perform all off-site assigned tasks
- Occasional tasks will be performed on-site at SHA

### 2.6.7 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor shall provide personnel duties and responsibilities as identified in Section 2.6 Requirements:

- Duties and responsibilities of personnel as described in Section 2.6.3.

### 2.6.8 SERVICE LEVEL AGREEMENT (SLA)

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	30 minutes	2 hours	5 days/week, Mon-Fri 8AM-5PM	
High	1 hour	4 hours	5 days/week, Mon-Fri 8AM-5PM	
Normal	2 hours	1 work day	5 days/week, Mon-Fri, 8AM-5PM	On-site response to calls after 1PM may be by 8AM the next morning

## 2.6.9 BACKUP / DISASTER RECOVERY

The TO Contractor shall perform backups of their materials at the TO Contractor site which include web, application, and database servers related to SHA projects on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups shall be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, for a total of 4 system backups per server.

## 2.6.10 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

The Offeror must provide an off-site facility to accomplish assigned tasks

- Servers
  - Windows 2008 SP2
  - Oracle 11g R2 (TO Contractor provided license)
- ESRI (TO Contractor provided licenses)
  - ArcSDE
  - ArcGIS 10.2
  - ArcGIS Server 10.2
  - Roads & Highways
- 4.0+ .NET framework
- ArcGIS API for Java Script
- ASP.NET 2010
- The TO Contractor is responsible for upgrading and patching the TO Contractor hardware and software environments to be in accordance with SHA standards.

## 2.7 PERFORMANCE AND PERSONNEL

### 2.7.1 WORK HOURS

- Business Hours Support: The TO Contractor's collective assigned personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by SHA. TO Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support specific efforts and emergencies to resolve system repair or restoration.
- Scheduled non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

- Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.
- Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

#### **2.7.2 PERFORMANCE EVALUATION**

NOT APPLICABLE TO THIS TORFP

#### **2.7.3 PERFORMANCE ISSUE MITIGATION**

At any time during the TO period of performance, should the performance of a TO Contractor resource be unsatisfactory as determined by the TO Manager, SHA will pursue the following mitigation procedures prior to requesting a replacement employee:

- A. The TO Manager shall document performance issues and give written notice to the TO Contractor, and MDOT CMO, clearly describing problems and delineating remediation requirement(s).
- B. The TO Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by MDOT CMO.
- C. Should performance issues persist, MDOT CMO may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

#### **2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD**

Substitution Prior to Task Order Execution

Prior to Task Order execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099

contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

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

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

#### **2.7.5 PREMISES AND OPERATIONAL SECURITY**

- A. TO Contractor Personnel to be assigned to perform work under the resulting Task Order shall be required to submit background check certification to SHA from recognized Law Enforcement Agencies. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor. SHA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that SHA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. SHA reserves the right to perform additional background checks on TO Contractor Personnel, including an FBI background check.
- B. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C. TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D. TO Contractor shall require its employees to follow the State of Maryland and SHA IT Security Policy and Standards throughout the term of the TO Agreement.
- E. 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 TO Contractor Personnel work under the Task Order.
- F. TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said TO Contractor Personnel has not adhered to the security requirements specified herein.

- G. 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.

TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Attachment 19) within 45 days of notice to proceed.

## **2.8 DELIVERABLES**

### **2.8.1 DELIVERABLE SUBMISSION**

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

### **2.8.2 DELIVERABLE ACCEPTANCE**

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

In the event of rejection of a deliverable the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

### **2.8.3 MINIMUM DELIVERABLE QUALITY**

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.

- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

#### 2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	PHASE I	<ol style="list-style-type: none"> <li>1. Project Plan</li> <li>2. Documented evaluation of existing SHA systems and workflows</li> <li>3. Documented recommendations for enhancements to existing SHA systems and workflows</li> <li>4. Requirements Documentation</li> <li>5. Implementation Plan with project schedule</li> <li>6. Roads and Highways geodatabase design, documentation and diagram</li> <li>7. Installation and configuration of ESRI Roads and Highways Desktop</li> <li>8. Configuration of ESRI Roads and Highways software</li> <li>9. Design and creation of ESRI Workflow Manager workflows</li> <li>10. Data Migration</li> <li>11. User acceptance testing</li> <li>12. Testing rollout</li> <li>13. Production rollout</li> <li>14. Training with workflow documentation</li> </ol>	Complete 1.5 – 2 years after NTP.
2.8.4.2	Phase II	<ol style="list-style-type: none"> <li>1. Project Plan</li> <li>2. Documented evaluation of existing local road improvement process with recommendations for enhancements using RCE</li> <li>3. Documented evaluation of the 23</li> </ol>	Complete 2 – 2.5 years after NTP.

		<p>Maryland County and Baltimore City existing centerline datasets and centerline use cases with recommendations for use of RCE to collaboratively maintain one seamless, authoritative-based centerline between SHA and Maryland's local jurisdictions</p> <ol style="list-style-type: none"> <li>4. Requirements Documentation</li> <li>5. Implementation Plan with project schedule</li> <li>6. Design, documentation and diagram of additions or modifications to the Roads and Highways geodatabase</li> <li>7. Installation and configuration of ESRI Roads and Highways RCE</li> <li>8. Configuration of ESRI RCE software</li> <li>9. Data Migration</li> <li>10. User acceptance testing</li> <li>11. Testing rollout</li> <li>12. Production rollout</li> <li>13. Training with workflow documentation</li> </ol>	
2.8.4.3	PHASE III	<ol style="list-style-type: none"> <li>1. Project Plan</li> <li>2. Requirements Documentation</li> <li>3. Implementation Plan with project schedule</li> <li>4. Design, documentation and diagram of additions or modifications to the Roads and Highways geodatabase</li> <li>5. Configuration of ESRI Roads and Highways software</li> <li>6. Functional application tools for data access, data viewing, reporting and straight-line diagramming</li> <li>7. User acceptance testing</li> <li>8. Testing rollout</li> <li>9. Production rollout</li> <li>10. Training with workflow documentation</li> </ol>	1 year beginning in Year 3

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- At least three (3) years of demonstrated experience providing GIS support services to U.S. based commercial or government entities with at least 100 end-users. In addition, at least one engagement must meet the following criteria:
  - The engagement must have lasted at least two (2) years; and
  - The Offeror must have provided at least five (5) full-time GIS support personnel and
  - The engagement must have been within the last two (2) years

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

For the personnel proposed under this TORFP, proposed resources must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10 plus the following minimum qualifications. Attachment 5 - 5B – Personnel Resume Form shall clearly outline starting dates and ending dates for each applicable experience or skill.

Master Contractors may only propose **four (4) key personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

#### **Project Manager**

- Five (5) years of experience in project management.
- Three (3) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.
- Experience managing GIS-related projects
- Experience managing an implementation of ESRI Roads and Highways
- Possession of current certification as Project Managers Project Management Institute (PMI) certified Project Management Professional or industry equivalent.

#### **Systems Architect**

- Previous experience planning, designing, building and implementing IT systems
- At least (1) year designing system architecture to support ESRI Roads and Highways suite
- At least (3) year experience with linear referencing methods

#### **Database Management Specialist (GIS DBA)**

- Two (2) years of experience deploying and configuring ESRI products (ArcSDE 9.3.1 or higher)
- Two (2) years of experience deploying software installations and upgrades for Oracle 11g on a Windows OS environment
- Two (2) years of experience creating scripts for backing up data
- Two (2) years of experience deploying applications that utilize Oracle Connection Manager,
- Two (2) years of experience configuring OEM tools and Oracle Grid Management Server
- Two (2) years of experience creating database backups and recovery
- One (1) year of experience configuring RMAN for database backup and repository maintenance
- One (1) year of experience configuring SMTP
- Three (3) years of experience with ArcSDE
- One (1) year of experience with customizing COTS ESRI Roads and Highways data model
- At least (3) years experience with linear referencing methods
- Experience implementing ESRI Roads and Highways for at least one client or internally

### **GIS Specialist**

- Three (3) years of experience with ArcGIS Desktop
- Two (2) years of experience with ArcGIS Server
- At least one (1) year of experience using ESRI Roads and Highways suite
- At least (3) years experience with linear referencing methods
- Two (2) years experience in GIS software tools and applications which must include ESRI ArcGIS Suite, ArcSDE.
- Two (2) years experience creating, managing and analyzing GIS data including digital data conversion, manipulation and analysis
- Two (2) years experience generating metadata in FGDC Standard

## **2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS**

The following qualifications are expected and will be evaluated as part of the technical proposal.

- More weight will be given to companies experience in implementing ESRI Roads and Highways at a State Department of Transportation

### **Business Analyst**

- Three (3) years experience in managing a team of subject matter experts and technical experts of the project to ensure project completion.
- Three (3) years experience in gathering, analyzing and documenting business requirements and processes
- Three (3) years experience managing on-going maintenance and enhancement efforts for existing applications
- Three (3) years experience generating diagrams and flow charts for any existing and new processes
- Experience in business process re-engineering for at least two (2) GIS projects
- At least (1) year experience with ESRI Roads and Highways suite
- At least (3) years experience with linear referencing methods

**Database Analyst**

- At least (1) years ArcSDE
- At least (1) years Oracle 11g RDBMS
- Experience implementing ESRI Roads and Highways suite for at least one client or internally
- At least (3) years experience with linear referencing methods

**Geospatial Web Developer Senior**

- Four (4) years of experience working on GIS development projects using all of the following skills:
  - ESRI ArcGIS desktop, ArcGIS Server and REST APIs, and ArcSDE
  - At least three (3) years of experience with Oracle or other RDBMS, SQL, and/or PL/SQL
  - Three (3) years of experience with other industry-standard technologies such as XML, Web services, application servers, and Web servers
  - At least one (1) year of experience developing web mapping applications using Flex
  - At least one (1) year of experience developing web mapping applications using JavaScript/HTML5
- Experience implementing ESRI Roads and Highways for at least one client or internally
- At least (3) years experience with linear referencing methods

**Geospatial Web Developer**

- Three (3) years of experience working on GIS development projects related to all of the following skills:
  - ESRI ArcGIS desktop, ArcGIS Server and REST APIs, and ArcSDE
  - At least one (1) year of experience with Oracle or other RDBMS, SQL, and/or PL/SQL
  - At least one (1) year of experience with other industry-standard technologies such as XML, Web services, application servers, and Web servers
  - At least one (1) year developing web mapping applications using Flex and JavaScript/HTML5
- At least one (1) year of experience with ESRI Roads and Highways suite
- At least one (1) year of experience with linear referencing methods

**2.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.12 WORK ORDER PROCESS**

- A) Additional resources will be provided via a Work Order process. 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.
- B) The TO Manager shall e-mail a Work Order Request (See Attachment 17) 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) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided in Attachment 17;
  - 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;
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
  - 6) The proposed personnel resources, including any sub-Contractor Personnel, to complete the task.
- D) 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.
- E) 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 TO Agreement if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish an Attachment 5 –Labor Category Personnel Resume Summary 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.
- G) The TO Manager will issue the NTP after the Work Order is approved and/or any interviews are completed.

## **2.13 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

### **2.13.1 INVOICE SUBMISSION PROCEDURE**

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "SHA" as the recipient, date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.7.4.1."), period of performance covered by the

invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.

- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form is not submitted.
- 1) To be considered a proper T&M invoice, include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
  - 2) To be considered a proper Fixed Price invoice (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 9) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.
- C) The TO Contractor shall send the original of each invoice to the TO Requesting Agency. Two copies of the invoice must also be submitted. The TO Contractor shall send the invoices (original plus two copies) to the address:
- State Highway Administration  
Data Services Engineering Division  
707 N. Calvert Street MS-607  
Baltimore, MD 21202
- D) 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.

### **2.13.2 TIME SHEET SUBMISSION AND ACCEPTANCE**

Time sheets shall be submitted to the TO Manager for approval by signature. TO Manager acceptance of timesheets shall acknowledge the accuracy of the time reported.

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

At a minimum, each semi-monthly timesheet shall show:

- A) Title: "Time Sheet for SHA"
- B) Issuing company name, address, and telephone number
- C) For each employee /resource:
  - a) Employee / resource name
  - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1<sup>st</sup> through 15<sup>th</sup> and 16<sup>th</sup> through last day of the month.
    - (1) Tasks completed that week and the associated deliverable names and ID#s
    - (2) Number of hours worked each day
    - (3) Total number of hours worked that Period

- (4) Period variance above or below 40 hours
- (5) Annual number of hours planned under the TO
- (6) Annual number of hours worked to date
- (7) Balance of hours remaining
- (8) Annual variance to date (Sum of periodic variances)

D) Signature and date lines for the TO Manager

#### **2.14 SOC TYPE II AUDIT**

A SOC 2 Type II Report is not a requirement for this TO.

#### **2.15 DBE PARTICIPATION REPORTS**

SHA will monitor both the TO Contractor's efforts to achieve the DBE participation goal and compliance with reporting requirements. The TO Contractor shall provide a completed DBE Participation form (Attachment D, Form D-5) to SHA Office of Equal Opportunity at the same time the invoice copy is sent. The TO Contractor shall ensure that each DBE Subcontractor provides a completed DBE Participation Form (Attachment D, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SHA Office of Equal Opportunity will monitor both the TO Contractor's efforts to achieve the DBE participation goal and compliance with reporting requirements. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the DBE directly to the TO Procurement Officer and TO Manager.

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

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

### 3.2 SUBMISSION

#### 3.2.1 E-MAIL SUBMISSION

The TO Proposal shall be submitted via two e-mails submitted in one or more separate e-mails from the TO Financial Proposal. MDOT Procurement can only accept e-mails that are less than or equal to 8MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one e-mail, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP #J02B5400069 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP J02B5400069 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP J02B5400069 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. The Procurement Officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- Subject line “CATS+ TORFP #J02B5400069 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP J02B5400069 Financial” containing the TO Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- Attachment 2 - DBE forms D-1 and D-2 – Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure – Signed PDF

- Attachment 5, 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement – Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran – Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Sheet – Signed PDF with password protection

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

**Important: A TO Technical Proposal shall include NO pricing information.**

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

##### B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	At least three (3) years of demonstrated experience providing GIS support services to U.S. based commercial or government entities with at least 100 end-users.	Offeror evidence of compliance here.
2.9.1.2	The engagement must have lasted at least two (2) years.	Offeror evidence of compliance here.
2.9.1.3	The Offeror must have provided at least five (5) full-time GIS support personnel.	Offeror evidence of compliance here.

## C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) key resources in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror's Personnel Minimum Qualifications.
- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
- 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**) as follows:
    - (1) Project Manager (1)
    - (2) System Architect (1)
    - (3) Database Administrator (1)
    - (4) GIS Specialist (1)
  - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
  - c) Supporting descriptions for all labor categories proposed in response to this TORFP
  - d) Description of approach for quickly substituting qualified personnel after start of TO
- 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

## D) MBE, SBE Participation and VSBE Participation

Submit completed DBE documents Attachment 2 – MDOT DBE Forms A and B. No SBE or VSBE for this project.

## E) Subcontractors

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

## F) Overall Offeror team organizational chart

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

## G) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

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

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

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

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

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

### 3.4.2 TO FINANCIAL PROPOSAL

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);
- B. Attachment 1– Price Proposal, completed in .PDF format shall be contained in one e-mail containing as attachments all submission documents detailed in Section 3.2.1 with password protection. The TO Procurement Officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. Master Contractors shall list all proposed resources by approved CATS+ labor categories including all fully loaded labor rates 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.

Note: Failure to specify a CATS+ labor category in the completed Price Sheet for each proposed resource will make the TO proposal non-responsive to this TORFP.

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

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

### 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A. The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B. More weight will be given to companies experience in implementing ESRI Roads and Highways at a State Department of Transportation
- C. The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's Attachment 5 – Labor Category Personnel Resume Summary, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D. The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- E. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- F. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### 4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B. Interviews will be performed for proposed personnel from all TO Proposals deemed technically qualified.
- C. For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D. For TO Proposals submitted via e-mail, SHA will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors

with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

- E. Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F. The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical submission has greater weight.
- G. All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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**LIST OF ATTACHMENTS**

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	<b>Submit with TO Financial Proposal with password protection</b>
Attachment 2	Disadvantaged Business Enterprise Participation	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 5	Labor Category Personnel Resume Summary	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	Do Not Submit with Proposal
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Exhibit A	Exhibit A	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 14	Mercury Affidavit	Not Applicable	N/A
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	<b>Submit with TO Technical Proposal</b>
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	Not Applicable	Do Not Submit with Proposal
Attachment 19	Criminal Background Check Affidavit	Applicable	Submit within 45 days of Notice to Proceed

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

## ATTACHMENT 1 PRICE SHEET

## PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP #J02B5400069

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

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

**Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>Year 1</b>			
<i>Named Resource</i> - Project Manager	\$	200	\$
<i>Named Resource</i> - System Architect	\$	320	\$
<i>Named Resource</i> - Database Administrator	\$	475	\$
<i>Named Resource</i> – GIS Specialist	\$	950	\$
<b>FUTURE ADDITIONAL RESOURCES – GUARANTEED FOR FOUR (4) ADDITIONAL RESOURCES</b>			
Business Analyst	\$	475	\$
Database Analyst	\$	475	\$
Geospatial Web Developer Senior	\$	320	\$
Geospatial Web Developer	\$	320	\$
<b>Evaluated Price Total Year #1</b>			\$

<b>Year 2</b>			
<i>Named Resource</i> - Project Manager	\$	200	\$
<i>Named Resource</i> - System Architect	\$	200	\$
<i>Named Resource</i> - Database Administrator	\$	320	\$
<i>Named Resource</i> – GIS Specialist	\$	950	\$
<b>FUTURE ADDITIONAL RESOURCES – GUARANTEED FOR FOUR (4) ADDITIONAL RESOURCES</b>			

Business Analyst	\$	475	\$
Database Analyst	\$	160	\$
Geospatial Web Developer Senior	\$	500	\$
Geospatial Web Developer	\$	690	\$
<b>Evaluated Price Total Year #2</b>			\$
<b>Year 3</b>			
<i>Named Resource</i> - Project Manager	\$	200	\$
<i>Named Resource</i> - System Architect	\$	160	\$
<i>Named Resource</i> - Database Administrator	\$	475	\$
<i>Named Resource</i> - GIS Specialist	\$	475	\$
<b>FUTURE ADDITIONAL RESOURCES – GUARANTEED FOR FOUR (4) ADDITIONAL RESOURCES</b>			
Business Analyst	\$	475	\$
Database Analyst	\$	475	\$
Geospatial Web Developer Senior	\$	475	\$
Geospatial Web Developer	\$	700	\$
<b>Evaluated Price Total Year #3</b>			\$
<b>Total Evaluated Price (Years 1 – 3)</b>			\$

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 Authorized Individual Name

---

 Company Name

---

 Title

---

 Company Tax ID #

---

 Signature

---

 Date

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

## ATTACHMENT 2 DISADVANTAGED BUSINESS ENTERPRISE FORMS

**MDOT DBE FORM A**  
**FEDERALLY-FUNDED CONTRACTS**  
**CERTIFIED DBE 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 shall be deemed not susceptible of being selected for award.

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

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

I have met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %). I agree that this percentage of the total dollar amount of the Contract for the DBE goal will be performed by certified DBE firms as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

**OR**

I conclude that I am unable to achieve the DBE participation goal. I hereby request a waiver, in whole or in part, of the goal. 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 DBE firms will be used to accomplish the percentages of the total dollar amount of the Contract as set forth in the DBE Participation Schedule - Part 2 of the MDOT DBE Form B (Federally-Funded Contracts).

**2. Additional DBE 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 DBE Form C - Federally-Funded Contracts );
- (b) Subcontractor Project Participation Statement (MDOT DBE Form D - Federally-Funded Contracts);
- (c) DBE 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 DBE participation goal.

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 not susceptible of being selected for award.

**MDOT DBE FORM A  
FEDERALLY-FUNDED CONTRACTS  
CERTIFIED DBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**PAGE 2 OF 2**

**3. Information Provided to DBE firms**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

**MDOT DBE FORM B**  
**FEDERALLY-FUNDED CONTRACTS**  
**DBE PARTICIPATION SCHEDULE**

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

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

PAGE 1 OF 2

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

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

1. Please refer to the Maryland Department of Transportation (MDOT) DBE 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 DBE participation goal.
2. In order to be counted for purposes of achieving the DBE participation goal, the firm must be certified for that specific NAICS (“DBE” for Federally-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 DBE 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 a DBE firm is certified and eligible to receive DBE 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 DBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the DBE participation goal.
4. If you have any questions as to whether a firm is MDOT DBE certified, or if it is certified to perform specific services or provide specific products, please call MDOT’s Office of Disadvantaged Business Enterprise at 1-800-544-6056 or send an email to [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 a DBE 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 DBE Participation Schedule.
6. For each DBE firm that is being used as supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the amount of the subcontract for purposes of achieving the DBE participation goal
  - 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 DBE 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 DBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the DBE participation goal, you may count only the amount of any reasonable fee that the DBE 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 DBE Participation Schedule, please divide the amount of any reasonable fee that the DBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.

**MDOT DBE FORM B**  
**FEDERALLY-FUNDED CONTRACTS**  
**DBE PARTICIPATION SCHEDULE**

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

PAGE 2 OF 2

- D. Is the firm certified as a manufacturer (refer to the firm’s NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the DBE participation goal, you may count the total amount of the subcontract. For Column 3 of the DBE 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 DBE 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 DBE 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 DBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

7. For each DBE 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 DBE participation goal**, 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. Please note that for USDOT-funded projects, a DBE prime may count towards its DBE participation goal work performed by its own forces. Include information about the DBE prime in Part 2.
- 9. **WARNING:** The percentage of DBE participation, computed using the dollar amounts in Column 3 for all of the DBE firms listed in Part 2, MUST at least equal the DBE participation goal as set forth in MDOT DBE Form A – Federally-Funded Contracts for this solicitation. If the bidder/offeror is unable to achieve the DBE participation goals, 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 Worksheet shown below to assist you in calculating the percentage and confirming that you have met the applicable DBE participation goal.

GOAL WORKSHEET	
Total DBE Firm Participation (Add percentages in Column 3 for all DBE firms listed in DBE Participation Schedule)	(A) _____%
The percentage amount in Box A above should be equal to the percentage amount in Box E below.	
Add <i>Countable</i> Subcontract Amounts (see 6 through 8 of Instructions) for all DBE firms listed in DBE Participation Schedule, and insert in Box B	(B) \$ _____
Insert the Total Contract Amount in Box C	(C) \$ _____
Divide Box B by Box C and Insert in Box D	(D) = _____
Multiply Box D by 100 and insert in Box E	(E) = _____%

**MDOT DBE FORM B**  
**FEDERALLY-FUNDED CONTRACTS**  
**DBE PARTICIPATION SCHEDULE**

**PART 2 – DBE 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 \_\_\_

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

**LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.**

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
<b>NAME OF DBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND DBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE 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 DBE 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/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification <hr/>	<p><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></p> <p align="center"><b>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</b></p> <p><b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE 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></p> <p align="center">_____ % Total percentage of Supplies/Products</p> <p align="center"><b>x 60% (60% Rule)</b></p> <p align="center"><b>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</b></p>

Please check if Continuation Sheets are attached.

**MDOT DBE FORM B**  
**FEDERALLY-FUNDED CONTRACTS**  
**DBE PARTICIPATION SCHEDULE**  
**CONTINUATION SHEET**

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

<b>Prime Contractor</b>	<b>Project Description</b>	<b>SECTION 5 - SOLICITATION NUMBER</b>

LIST INFORMATION FOR EACH CERTIFIED DBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE DBE PARTICIPATION GOAL.

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>
		Unless the bidder/offeror requested a waiver in MDOT DBE Form A – Federally Funded Contracts for this solicitation, the cumulative DBE participation for all DBE firms listed herein must equal at least the DBE participation goal set forth in Form A.
<b>NAME OF DBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND DBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE DBE PARTICIPATION GOAL, refer to sections 6, 7 and 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the DBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the DBE 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 DBE 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> _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other DBE Classification _____	<p><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></p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p> <p><b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE DBE 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></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of DBE Participation goal)</p>

Please check if Continuation Sheets are attached.

**MDOT DBE FORM B**  
**FEDERALLY-FUNDED CONTRACTS**  
**DBE PARTICIPATION SCHEDULE**

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

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE SOLICITATION.**

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 DBE Directory for each of the DBE firms listed in Part 2 of this DBE Form B for purposes of achieving the DBE participation goal that was identified in the DBE Form A that I submitted with this solicitation, and that the DBE 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 DBE Form B.

The undersigned Prime Contractor hereby certifies and agrees that it has 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 Disadvantaged business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified Disadvantaged business enterprise to identify the certified Disadvantaged business enterprise in its bid or proposal;
- (2) fail to notify the certified Disadvantaged business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified Disadvantaged business enterprise in the performance of the contract; or
- (4) pay the certified Disadvantaged 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 DBE Form B are true to the best of my knowledge, information and belief.

<b>Company Name</b>	<b>Signature of Representative</b>
<b>Address</b>	<b>Printed Name and Title</b>
<b>City, State and Zip Code</b>	<b>Date</b>

**MDOT DBE FORM C  
FEDERALLY-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 DBE firms for these subcontract opportunities.
  
- 3. Bidder/Offeror made the following attempts to personally contact the solicited DBE firms:

**4. Please Check One:**

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

**5. Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

**MDOT DBE FORM D**  
**FEDERALLY-FUNDED CONTRACTS**  
**DBE 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 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 DBE FIRM LISTED IN THE DBE 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 Contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor’s Name) committing to participation by the DBE firm \_\_\_\_\_ (DBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the DBE firm, please restate name and provide DBE 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 DBE 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 DBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE DBE FIRM.**

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

**ATTACHMENT 2 - D-5**

**Maryland Department of Information Technology  
Disadvantaged Business Enterprise Participation  
Prime Contractor Paid/Unpaid DBE Invoice Report**

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

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 DBE subcontractor named above during this reporting period:</b>		<b>List dates and amounts of any outstanding invoices:</b>	
	<u>Invoice#</u>	<u>Amount</u>	
1.			<u>Invoice #</u>
2.			<u>Amount</u>
3.			1.
4.			2.
			3.
			4.
<b>Total Dollars Paid: \$</b> _____		<b>Total Dollars Unpaid:</b> \$ _____	

\*\*If more than one DBE 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):**

	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: <a href="mailto:shacompliance@sha.state.md.us">shacompliance@sha.state.md.us</a>
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This form must be completed by  
MBE subcontractor

**ATTACHMENT 2 - D-6**  
**Disadvantaged Business Enterprise Participation**  
**Subcontractor Paid/Unpaid DBE 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: _____ DBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

DBE 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 colspan="2"><b>Total Dollars Paid: \$</b> _____</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 colspan="2"><b>Total Dollars Unpaid: \$</b> _____</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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2.																																
3.																																
<b>Total Dollars Unpaid: \$</b> _____																																
Prime Contractor:		Contact Person:																														

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

	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: <a href="mailto:shacompliance@sha.state.md.us">shacompliance@sha.state.md.us</a>
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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	SECTION 6 - SOLICITATION NUMBER

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

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

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

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

\_\_\_\_\_  
**Address**

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

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

\_\_\_\_\_  
**Date**

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

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

**PART 3 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO**

**MBE/DBE FIRMS**

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

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

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

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

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

Prime Contractor	Project Description	Solicitation Number

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

Name of Identified MBE/DBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b> <hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b>  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		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>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

**ATTACHMENT 3 TASK ORDER AGREEMENT**  
**CATS+ TORFP#J02B5400069 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland State Highway Administration (SHA).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means Maryland State Highway Administration, as identified in the CATS+ TORFP #J02B5400069.
  - b) “CATS+ TORFP” means the Task Order Request for Proposals #J02B5400069, dated \_\_\_\_\_, 2015, including any addenda and amendments.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
  - d) “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice.
  - e) “TO Agreement” means this signed TO Agreement between SHA and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means Laurie Goudy. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal

## d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of three (3) years, commencing on the date of Notice to Proceed and terminating three (3) years from Notice To Proceed.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, SHA

\_\_\_\_\_  
By: Thomas Hickey, Director  
TSO, Office of Procurement

\_\_\_\_\_  
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 21.01.02.01 B (64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary).
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the 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)

**ATTACHMENT 5 LABOR CATEGORY PERSONNEL RESUME SUMMARY  
(INSTRUCTIONS)**

- 1) For this TORFP,
  - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - i) Failure to follow these instructions.
    - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
    - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
    - v) A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
  - d) Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
    - i) The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

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

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

**ATTACHMENT 5 - 5A – MINIMUM QUALIFICATIONS SUMMARY**

CATS+ TORFP #J02B5400069

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

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

Proposed Individual’s Name and Company/Sub-Contractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B									
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>										
Education: Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)									
Generalized Experience: Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) <table border="1" style="width: 100%;"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference(s) to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference(s) to the full description on Form 5B>									
Specialized Experience: Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) <table border="1" style="width: 100%;"> <tr> <th>FROM</th> <th>TO</th> <th>Job Title and Company</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2">&lt;insert cross-reference to the full description on Form 5B&gt;</td> </tr> </table>	FROM	TO	Job Title and Company				Match to Form 5B:	<insert cross-reference to the full description on Form 5B>	
FROM	TO	Job Title and Company								
Match to Form 5B:	<insert cross-reference to the full description on Form 5B>									
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.9 of this TORFP. Provide dates in the format of MM/YY to MM/YY										

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

**Master Contractor Representative:**

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

**Proposed Individual:**

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

**ATTACHMENT 5 - 5B – PERSONNEL RESUME FORM**

CATS+ TORFP #J02B5400069

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

**Education / Training (start with most recent degree / certificate)**

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use [Employment History below for full employment history](#). Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>

Organization Name: <insert organization name>  
Contact Name: <insert contact>  
Contact Phone: <insert phone>  
Contact e-mail: <insert e-mail>  
Details: <insert details>

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

**Master Contractor Representative:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Instruction: Sign each form.*

**ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

***Maryland Department of Transportation  
Headquarters  
7201 Corporate Center Drive  
Hanover MD 21076***

***410-865-1000***

**Toll Free 1-888-713-1414**

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**From the South**

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is  $\frac{3}{4}$  mile on the right side of the road. Visitor parking is to the left.

**From the North**

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is  $\frac{3}{4}$  mile on the right side of the road. Visitor parking is to the left.

**Marc Train Service**

Ride the Marc Penn Line Train from both the South and North and exit at the BWI Marc Train Station. When you exit the train follow directions to the crossover (tracks) and you will find an exit door on the second floor leading to a pedestrian bridge. This pedestrian bridge will carry you (1600 ft.) to MDOT

**Light Rail Service**

Ride the light rail from the North to the BWI Airport Station. There is shuttle service from the BWI Airport to BWI Marc Train Station. Take the crossover (tracks) and on the second floor there is an exit to the Pedestrian Bridge for MDOT. This pedestrian bridge will carry you (1600 ft.) to MDOT

**PRE-PROPOSAL CONFERENCE SPECIFIC ATTENDANCE INFORMATION**

SHA - GIS One Maryland One Centerline (OMOG) Support  
CATS+ TORFP #J02B5400069

**TUESDAY, MARCH 24, 2015, @ 10:00 A.M.**  
**7201 CORPORATE CENTER DRIVE,**  
**HANOVER, MD 21076**  
**4<sup>th</sup> Floor Board Room**

- **This Pre-Proposal Conference will address the procurement, review TORFP documents, and give Companies a chance to ask questions.**
- **You are asked to bring a copy of the complete TORFP and a Business Card to help facilitate the sign-in process.**
- **NOTE: Due to our new building security policy, all MDOT visitors must provide a valid driver’s license in order to gain access to the building.**
- **RSVP by: Friday March 20, 2015, 2:00 p.m.**
- **Pre-Registration must is required.**
- **Invitations are extended to your colleagues and business partners of you company (limit two (2) guests per company).**
- **Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend.**

-----  
**REGISTRATION FORM**

**Please complete the information below for all persons who plan to attend and email it to [jpalechek@mdot.state.md.us](mailto:jpalechek@mdot.state.md.us) OR fax it to 410-865-1388.**

<b>Name:</b>	
<b>Title:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone:</b>	

**NOTE: DUE TO OUR NEW BUILDING SECURITY POLICY, ALL NON\_STATE OF MARYLAND EMPLOYEES MUST PROVIDE A VALID DRIVER’S LICENSE NUMBER IN ORDER TO GAIN ACCESS TO THE BUILDING.**

In order to assure adequate seating and other accommodations at the pre-proposal conference please complete and return the attached Registration Form (See above) **no later than Friday, March 20, 2015 2:00 pm Local Time.** You may email your completed form to [jpalechek@mdot.state.md.us](mailto:jpalechek@mdot.state.md.us) or fax it to 410-865-1388.

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): J02B5400069

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. \_\_\_\_\_ of Maryland State Highway Administration (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 Manager Name>>, TO Manager

Task Order Procurement Officer

Enclosures (2)

cc: <<TO Procurement Officer>>

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

NOT APPLICABLE TO THIS TOFP.

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

Agency Name: SHA

Solicitation Title: SHA GIS OMOG Support

TO Manager: <<TO Manager and Phone Number >>

To: TO Contractor Name

The following deliverable, as required by Solicitation Number (TORFP #): J02B5400069 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

**ATTACHMENT 10 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 #J02B540069 for SHA GIS OMOG Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of it's TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Laurie Goudy, SHA 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: \_\_\_\_\_

**ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland State Highway Administration, <<TO REQUESTING AGENCY ACRONYM>>, (the "Department or Agency"), and \_\_\_\_\_ ("TO Contractor"), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for SHA GIS OMOG Support TORFP No. J02B5400069 dated \_\_\_\_\_, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

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

Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

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

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

**SHA**

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

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

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

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

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

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

**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE  
CONFIDENTIAL INFORMATION

Printed Name and Address  
of Employee or Agent

Signature

Date

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

**ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

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

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

SUBMIT AS INSTRUCTED IN TORFP.

**ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

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

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

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

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

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

**ATTACHMENT 14 MERCURY AFFIDAVIT**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)  
FOR STATE OF MARYLAND**

THE VSBE SUBCONTRACTOR PARTICIPATION GOAL FOR THIS SOLICITATION IS 0%.

**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 SAMPLE WORK ORDER**

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

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 19 - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.7.5 Premises and Operational Security of TORFP #J02B5400069.

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided Maryland State Highway Administration with a summary of the security clearance results for all of the candidates that will be working on Task Order SHA GIS OMOG Support J02B5400069 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 and Section 2.7.5 of this TORFP. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Submit within 45 days of NTP**