



**CONSULTING AND TECHNICAL SERVICES+ (CATS+)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**OPENTEXT LIVELINK ENTERPRISE CONTENT  
MANAGEMENT SYSTEM AND SUPPORT SERVICES**

**CATS+ TORFP #J01B4400003**

**MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)**

**MARYLAND TRANSPORTATION AUTHORITY (MDTA)**

**ISSUE DATE: 05/12/2014**

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## KEY INFORMATION SUMMARY SHEET

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

<b>TORFP Title:</b>	<b>OPENText LiveLink Content Management System and Support Services</b>
<b>Functional Area:</b>	<b>FA 10 - IT Management Consulting Services</b>
<b>TO Project Number:</b>	<b>J01B4400003</b>
<b>TORFP Issue Date:</b>	<b>Monday May 12, 2014</b>
<b>Questions Due Date and Time:</b>	Tuesday May 20, 2014 by 2:00 p.m. Local Time
<b>Closing Date and Time:</b>	Tuesday June 3, 2014 by 2:00 p.m. Local Time
<b>TORFP Requesting Agency:</b>	Maryland Department of Transportation (MDOT) Maryland Transportation Authority, Division of Information Technology (MDTA DoIT)
<b>Send Questions and Proposals to:</b>	Joseph Palechek Email Address: jpalechek@mdot.state.md.us
<b>TO Procurement Officer:</b>	Joseph Palechek Office Phone: 410-865-1129 Office Fax: 410-865-1388
<b>TO Manager:</b>	Delores Ragsdale Office Phone Number: 410-537-6734 Office FAX Number: 410-537-6750
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	5 years from NTP
<b>MBE Goal:</b>	<b>30% with sub-goals for Women-owned of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %</b>
<b>Small Business Reserve (SBR):</b>	No SBR
<b>Primary Place of Performance:</b>	Selected TO Contractor's Site. Meetings, interviews and any other work that must be performed on site will be at MDTA base location ( <i>Point Breeze complex 2310 Broening Highway, Baltimore, Maryland 21224</i> ) in the Central Maryland area, but may be at any other MDTA location. A workspace with computer & phone will be available when on site at MDTA
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel</b>	TO Contractor to provide office space at TO Contractor's site. If space is available on site at MDTA base location (Point Breeze complex, Broening Highway, Baltimore Maryland) it will be provide, but there is no guarantee. No State equipment is provided. If state equipment is available on site it will be provided but there is no guarantee.
<b>TO Pre-proposal Conference:</b>	No TO Pre-Proposal Conference will be held

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 1.13 for information on change orders.

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

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal shall be submitted via email, not to exceed 8 MB per email. Please submit in MS Word format (2007 or better). The "subject" line in the e-mail submission shall state the TORFP #J01B4400003. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J01B4400003 Technical". The second file will be the TO Financial Proposal for this TORFP titled, "CATS+ TORFP #J01B4400003 TO Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Certifications (Master Contractor's Certification of participation in the OPENText Partner Program)
- Attachment 12 – Living Wage Affidavit of Agreement
- Attachment 13 – Certification Regarding Investments in Iran

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

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation in the form of interviews to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO Agreement is awarded to the Master Contractor. The TO Manager will notify Master Contractor of the time and place of interviews.

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (**Attachment 2** – MBE Forms D1 and D2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 QUESTIONS**

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

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

## **1.7 CONFLICT OF INTEREST**

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

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

## **1.8 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MDTA, Point Breeze complex 2310 Broening Highway, Baltimore, Maryland 21224. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

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

## **1.9 LIMITATION OF LIABILITY CEILING**

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

## **1.10 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.11 IRANIAN NON-INVESTMENT**

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

**1.12 LIVING WAGE REQUIREMENTS**

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

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

**1.13 CHANGE ORDERS**

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

**1.14 TRAVEL REIMBURSEMENT**

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

**1.15 TO PRE-PROPOSAL CONFERENCE**

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

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

MDOT, Office of Procurement is issuing this CATS+ TORFP on behalf of the MDTA DoIT, to obtain technical, user and project support for its OPENText LiveLink Enterprise Content Management Systems. The TO will be used to obtain the services of six (6) qualified resources to support the OPENText Enterprise Content Management collaboration and document management system. Master Contractors shall propose **exactly four (4) qualified resources** to be available to start at NTP, as follows:

- Project Manager
- Systems Administrator
- Developer
- Business Analyst

The MDTA shall award this Task Order to one (1) Master Contractor that demonstrates in its staffing plan, a team of six (6) individual resources that can best satisfy the Task Order requirements.

It is the MDTA's intent to initiate a Work Order to obtain two (2) additional resources for a maximum total of six (6) resources; as soon as this TO is awarded, in the following roles:

- QA Analyst (Tester)
- Systems Analyst /Trainer

The TO Contractor shall develop, enhance, maintain, recommend, evaluate and support the enterprise collaboration and document management system. The TO Contractor shall also recommend, evaluate, and support the integration of other client/server and web-based systems with OPENText's Enterprise Content Management collaboration and document management system as needed and approved by MDTA. The purpose of this task order is to establish a contract with a qualified TO Contractor who can provide technical and project support starting immediately upon Notice to Proceed. For any expansion or implementation projects the MDTA and the TO Contractor shall jointly plan the project approach, resources needed, schedule, etc. Our intent is to make a single award for the services described in this TORFP. This task order also allows MDTA to expand resources as MDTA identifies the need. The request and approval process for these additional resources above the 6 specified will follow the CATS Task Order Change Order Process as identified in Attachment 3 – Task Order Agreement.

### 2.2 REQUESTING AGENCY INFORMATION

The MDTA is an independent State agency established in 1971 to finance, construct, manage, operate and improve the State's toll facilities, as well as to finance new revenue-producing transportation projects for the Maryland Department of Transportation. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland. The MDTA's governing board has established the position of Executive Secretary to act as the chief executive officer of MDTA, administering the day-to-day business of the MDTA and its 1,800 employees, including a 600-unit police force.

MDTA is a non-budgeted agency that relies solely on revenues generated from its transportation facilities. Disposition of these revenues is governed by a Trust Agreement between MDTA and its bondholders.

MDTA enhances the State's financial ability to expand its transportation system with state-of-the art toll facilities that link the major transportation arteries of the East Coast, as well as throughout the state of Maryland. Tolls are the most precise mechanism to fund transportation facilities. They directly link costs with revenues and user benefits with user fees. Toll financing provides dedicated revenues to ensure adequate operation and maintenance of toll facilities.

MDTA's projects and services are funded through tolls paid by the customers who use the MDTA's facilities, other user revenues and the proceeds from toll revenue bonds issued by MDTA. The State enjoys a unique benefit by having all of Maryland's toll facilities operated by one agency. Toll revenues are pooled to cover financing, construction, operating, maintenance and law-enforcement costs, thus providing the strongest possible security for financing transportation-improvement projects. In addition to its own toll facilities, MDTA provides conduit



financing for revenue producing transportation capital projects such as parking garages and the new rental car facility at BWI Thurgood Marshall Airport. (Please see MDTA's website at <http://www.MDTA.state.md.us>)

## 2.3 SYSTEM AND TECHNICAL BACKGROUND

### 2.3.1 System Background

The MDTA currently owns 225 OPENText LiveLink Licenses. The MDTA has successfully implemented OPENText LiveLink for the Division of Communications (DOC), Human Resources (OHRWAD), and the Finance divisions. MDTA has relied on a CATS II contract to maintain, upgrade and enhance its enterprise content management software and provide user support and or training for Live Link's features and functionality. MDTA has grown in recent years and its technological capabilities and responsibilities have increased. With those additional responsibilities, the need for efficient and effective project management and O&M (*Operation and Maintenance*) processes and technical tools has also increased. In addition to supporting Systems Administration and Operations and Maintenance (O&M) of OPENText LiveLink, new development and upgrade projects have fueled the need for an additional level of support that requires the utilization of key project management methodologies that support full life cycle application development.

MDTA is committed to adhering to phase centric life cycle project management processes in compliance with the State of Maryland's Systems Development Lifecycle (SDLC) as appropriate to ensure accountability, earned value and best results in product and service quality in systems maintenance, upgrades to systems infrastructure and enhancements in application development that require planning, design, construction, testing, integration and deployment into the existing MDTA environment. OPENText LiveLink is currently in use in the following areas and the applications in use are:

a. **Executive Correspondence System (ECS)** in use by the Executive Offices and the DOC

The **ECS** is used primarily by the Division of Communication and support several other MDTA business entities. ECS handles a significant amount of correspondence and their related responses. The primary job of the **DOC** is to present and manage the MDTA's public image. The DOC serves as an official voice of the MDTA for employees, news, traffic reporters, motorists, elected officials, business and community leaders and the general public. The division's responsibility areas include media and customer relations, public affairs, marketing and communications, all of which require close coordination between **DOC** staff and the MDTA's other divisions and offices. In addition, the DOC manages the content for MDTA web sites; produces a biweekly e-newsletter for MDTA employees; and provide photography, video, printing, mailroom and graphic-design services. Correspondence from a variety of sources is centrally captured, stored and tracked electronically in virtual work packages. The work packages are distributed enterprise wide using automated predefined and ad-hoc workflows that comply with existing eGov and eCommerce standards. The ECS system handles all correspondence addressed to the MDTA and any other correspondence not directly addressed to the MDTA that may need to be reviewed and responded to by the MDTA. This would include correspondence for the:

1. **Executive Offices** – Within this office ECS handles correspondence addressed to high level approving Authority and other correspondence for which the approving authority may need to review and or respond
2. **Legislative Offices**- Within this office ECS handles legislative related correspondence
3. **E-Z Pass Offices** – Within this office ECS handles correspondence for the E-Z Pass system
4. **Capital Planning**- Within this office ECS handles correspondence related to capital planning efforts
5. **Division of Operations**- Within this office ECS handles correspondence which is used to respond to certain internal correspondences.

b. **Streamlined Hiring and Recruitment Process (SHARP)** for use by OHRAWD (*Office Human Resources and Workforce Development*)

The **SHARP** application manages the recruitment process more efficiently and effectively to meet the goal of decreasing time to recruit and place new hires for the MDTA. SHARP is a web based application used to automate the recruitment and examination business processes within HR that attract, identify and select the most qualified candidates in a competitive and timely manner. The SHARP application is used by the Recruitment and Classification division within the Office of Human Resources and Workforce Development (OHRAWD) to conduct recruitment, examinations and selection processes and procedures in accordance with direction provided in the Transportation Services Human Resource Systems (TSHRS) Personnel Policies and Procedures. The primary functions performed in OHRAWD for Recruitment and Examinations that involve OPENText LiveLink are:

- Creating and processing a recruitment to fill a vacancy
- Establish and maintain electronic eligible lists of prequalified applicants
- Document repository that store and manage recruitment documentation and comments
- Workflow assignment, notification and approval process that tracks the recruitment through the recruitment and examination process
- Minimizes time spent in communication between different approving divisions
- Email notifications and alerts
- Process user/group assignments as appropriate via real-time history and status of workflow information
- Paperless routing and approval
- Consistent document management and tracking

c. **Document Imaging & Archive** in use by Finance (*Division of Finance*)

The Finance Division is using OPENText LiveLink Enterprise Content Management (ECM) document imaging and archiving. Finance is responsible both for the overall financial management of MDTA's operations as well as MDTA's services as a financing conduit for other Maryland transportation agencies. A Special Projects Coordinator is tasked with archiving the division's financial files and performs the necessary quality control checks. New laws and regulations have been passed that dictate what must be kept and for how long as well as what information must be destroyed and how. OPENText Document Imaging and Archive has streamlined this responsibility and the strict and laborious manual procedures used to support this process have been eliminated. The MDTA is confident that it has an electronic document imaging and archival program in place that satisfies the needs of the Finance department while meeting legal compliance standards.

The functions performed in Finance that involve OPENText LiveLink include the utilization of document imaging and archiving for the following business functions and automate, scan, organize, store and archive:

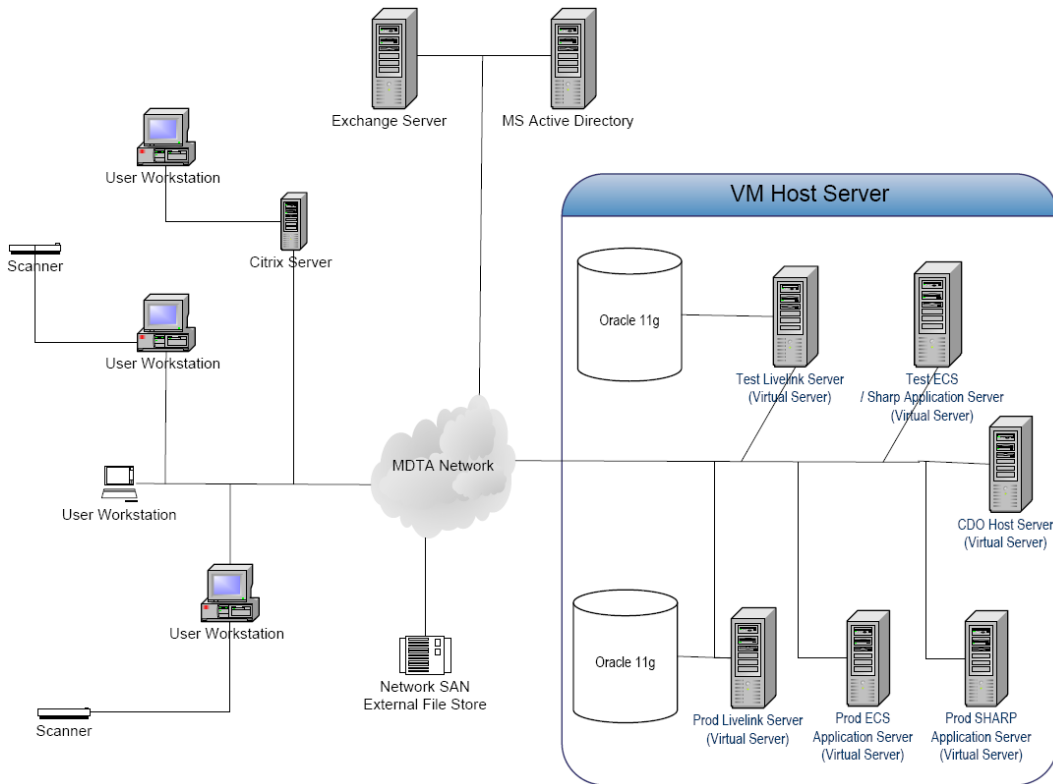
1. Accounting services, including activities related to the processing and management of accounts payable as well as payroll accounting
2. Corporate Purchasing Cards and supporting documentation
3. Accounts Receivable Documents (Billings and Receipts)
4. Journal Entries, and W-9s

## 2.4 TECHNICAL ENVIRONMENT

The diagram below provides an overview of the MDTA's current OPENText LiveLink Platform. In an effort to protect the MDTA's current investment, all future LiveLink solutions should reside within the constraints of the MDTA's current OPENText LiveLink Platform. The MDTA's technical environment includes a Microsoft network running on HP blade servers supporting primarily Windows-based server operating systems (Windows 2003/2008 Server) within a VMware virtual environment.

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

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



a. LiveLink Workstation Configuration

In addition to the standard software packages, the LiveLink/ECS workstation configuration also includes:

1. Java 2 SDK 1.4.x or higher (Java Virtual Machine)

b. LiveLink COTS configuration information:

1. Hosted in a VM Environment
2. Internet Information Server (IIS) version 6.0
3. LiveLink Version 9.5.0 SP1 base software version.
4. Installed LiveLink modules
  - a) HTML Template Mapping - 9.7.0
  - b) LiveLink Directory Services - 3.1.0
  - c) LiveLink E-mail Services - 4.8.5
  - d) LiveLink Explorer E-Mail Integration - 4.8.5
  - e) LiveLink Explorer Professional - 4.8.5
  - f) LiveLink Explorer Standard - 4.8.5

- g) LiveLink Forms - 9.7.1
  - h) LiveLink Forms Workflow - 9.7.1
  - i) LiveLink Forms Workflow Painter - 9.7.1
  - j) LiveLink Web Forms - 9.7.1
  - k) LiveReports Hyperlink - 9.7.1
  - l) Momentum Systems Single Logon - 9.7.0
  - m) eLink Server - 9.7.1
  - n) eLink Module - 9.7.1
  - o) GUI Enhancements - 4.0.0
  - p) WebDAV - 3.6.0
  - q) Classifications - 4.1.0
  - r) Communities of Practice - 3.8.0
  - s) Wiki - 1.2.0
5. Java 2 SDK 1.4.x
  6. J-Integra (Java /Exchange Bridge)
  7. Oracle 11g Database

## **2.5 PROFESSIONAL DEVELOPMENT**

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 MDTA or anticipated to be implemented by MDTA 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. MDTA will not cover any costs associated with the professional development of the TO Contractor personnel.

## **2.6 MDTA FUTURE TECHNOLOGIES**

MDTA anticipates that during the course of this TORFP the following new technologies will or may be implemented, and the TO Contractor is expected to be familiar with and/or capable of supporting OPENText LiveLink integrations with these technologies:

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

## **2.7 DELIVERABLES**

### **2.7.1 DELIVERABLE SUBMISSION PROCESS**

The TO Contractor shall submit to the TO Manager an electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003 for each written deliverable, draft and or final.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the

scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but shall:

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

In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable 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. Once the State’s issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor shall incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- 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. Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of OPENText LiveLink Content Management System projects or support services.

**2.7.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA**

<b>I. For Implementation of Any New Solutions (Projects)</b>			
<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.7.2.1	<i>Project Management Services</i> Updated Monthly Schedule Submissions Monthly Status Reports	See Section 2.10	Monthly, by the 15 <sup>th</sup> of each month.

<b>II. OPENText LiveLink System Support Services</b>			
<b>ID</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.7.2.1	<i>System Support Services</i> Monthly Invoice Billing (Project /O&M)	See Section 2.21.1.A	Monthly, by the 15 <sup>th</sup> of each month.

## 2.8 SYSTEM DOCUMENTATION

As a matter of normal work process the TO Contractor and staff shall be required to produce and deliver to the TO Manager detailed documentation of any changes, improvements, enhancements, and customization to OPENText LiveLink that may be performed or managed by the TO Contractor.

Such documentation shall be in Microsoft Word format and include all information necessary to meet industry standard best practices for systems documentation. This documentation shall be delivered to the TO Manager, in the prescribed format, within two calendar weeks of the completion of any changes, improvements, enhancements and customization.

## 2.9 MANAGEMENT ROLES AND RESPONSIBILITIES

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 including Change Orders.

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

The **TO Contractor**'s role and responsibility is to assist in maintaining, upgrading and enhancing the capabilities of the OPENText LiveLink Enterprise Content Management system and to provide program management, administrative and technical systems support, user and project management support and training on OPENText LiveLink's features and functionality for MDTA's suite of ECM applications for:

- a. Document Imaging & Archive
- b. Executive Correspondence System (ECS)
- c. Streamlined Hiring & Recruitment Application (**SHARP**)

The TO Contractor **Program Manager** is not a hands-on hourly position and is therefore a role that is embedded within the scope of the work. It is assumed that the TO Contractor shall manage the contract and ensure all logistics, roles and responsibilities and or contract changes are supported and held accountable accordingly.

## 2.10 REPORTS AND MEETINGS

The TO Contractor shall submit a monthly Project Status Report to the TO Manager by the 15<sup>th</sup> of each month. The TO Contractor and the TO Manager shall conduct a monthly progress meeting either in person or via conference call to discuss the Project Status Report, Invoices, and other necessary issues. See Attachment 10 for a sample of the monthly Project Status Report.

## 2.11 WORK ORDER PROCESS

- A. Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B. The TO Manager shall e-mail a Work Order request (See Sample Attachment 14) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
  1. Technical requirements and description of the resource needed
  2. Performance objectives and/or deliverables, as applicable
  3. Acceptance criteria for the deliverables
  4. Due date and time for submitting a response to the request
  5. 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 14.
  3. A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  4. An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  5. State-furnished information, work site, and/or access to equipment, facilities, or personnel.
  6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish Attachment 5 - Labor Category Personnel Resume Summary's 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.

The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

## **2.12 PERFORMANCE EVALUATION**

TO Contractor will be evaluated by the TO Manager or designated supervisor on an annual basis for each assignment performed during that period. TO Manager will meet TO Contractor to review contract and evaluate TO Contractor performance. The established performance evaluation and standards are included as Attachment 11. Performance issues identified by the MDTA are subject to the mitigation process described in Section 2.13.

## **2.13 PERFORMANCE PROBLEM MITIGATION**

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

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

## **2.14 SUBSTITUTION OF PERSONNEL**

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

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

- 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 personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute personnel shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## 2.15 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

## 2.16 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described in this TO TORFP. The TO Contractor must demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

## 2.17 OFFEROR MINIMUM QUALIFICATIONS

- The Offeror shall be a current member of the OPENText Partner Program.
- The TO Contractor or subcontractor shall provide at least three (3) years of experience on the OPENText LiveLink Content Management System

## 2.18 OFFEROR PERSONNEL MINIMUM QUALIFICATIONS

Master Contractors shall propose **exactly four named resources** in response to this TORFP and describe other roles generally in the Staffing Plan. Additional resources shall be obtained via a work order process after NTP.

All resources proposed under this TORFP shall meet the minimum requirements for the labor category proposed as outlined in the CATS+ Master Contract in addition to the following qualifications:

### **Project Manager**

The Project Manager shall possess at least three (3) years of experience with OPENText LiveLink in three or more of the following service areas:

- Project Management
- Systems Analysis
- System Requirements (e.g. workflows & business processes)
- System Design (e.g. system personalization/customization)
- System Integration & Testing
- System Implementation
- Systems Administration
- Systems Support and Service Management
- Training

### **Systems Administrator**

The System Administrator shall possess at least three (3) years of experience with OPENText LiveLink in three or more of the following service areas:

- System Integration & Testing
- System Implementation



- Systems Administration
- Systems Support and Service Management
- Training

### **Developer**

The Developer shall possess at least three (3) years of experience with OPENText LiveLink in each of the following service areas:

- System Design (e.g. system personalization/customization)
- System Integration & Testing
- System Implementation

### **Business Analyst**

The Business Analyst shall possess at least three (3) years of experience with OPENText LiveLink in three or more of the following service areas:

- Systems Analysis
- System Requirements (e.g. workflows & business processes)
- System Design (e.g. system personalization/customization)
- Systems Support and Service Management
- Training

## **2.19 TO CONTRACTOR PERSONNEL OTHER REQUIREMENTS**

Future MDTA efforts will necessitate that the TO Contractor personnel is highly versed in the following areas to support the growth, development and integration of the OPENText LiveLink platform. MDTA prefers that TO Contractor personnel have the following experience:

- Migration from Oracle Server to SQL Server Platform
- Cloud technologies that support secured hosting ( $\geq 99\%$  uptime) and capable of supporting test, development and production server environments minimizing TCO
- Software Encryption Technologies
- Highly complex integration capability at the Enterprise Level
- Data security standards that are FISMA compliant for cloud computing
- Open Source Architecture

These qualifications are for future resources to be provided as part of Work Orders issued after TO Agreement award.

For personnel provided after TO award, personnel have experience as listed below, and shall meet all minimum qualifications for the Master Contractor's for the labor category proposed, as identified in the CATS+ Master Contract Section 2.10.

- QA Analyst (Tester)
  - Systems Design
  - Systems Integration & Test
  - Systems Implementation
  - Systems Administration
  - Systems Support and Service Management
- Systems Analyst /Trainer
  - Systems Analysis
  - Systems Requirements
  - Systems Design
  - Systems Integration & Test
  - Systems Implementation
  - Systems Administration

- Systems Support and Service Management
- Training

## **2.20 TASKS TO BE COMPLETED BY TO CONTRACTOR PERSONNEL**

The TO Contractor personnel shall perform tasks associated with Project Management and Operations and Maintenance for the MDTA.

**The TO Contractor shall provide office workspace and equipment to the personnel performing services under this TORFP. No dedicated office workspace or Authority-owned computer workstations will be provided to the selected TO Contractor’s personnel. The TO Contractor is expected to have a development environment and test environment at their site. On the occasion that meetings and any other work must be performed on site at the MDTA base location (Point Breeze complex 2310 Broening Highway, Baltimore, Maryland 21224) in the Central Maryland area, or any other MDTA location, a workspace with a phone will be available when on site at MDTA**

### **2.20.1 Implementation of New and or Enhanced Solutions**

For new and enhancement project implementations, the TO Contractor personnel shall be expected to follow project management best practices including:

#### **A. Project Management**

1. The TO Contractor shall work with the MDTA TO Manager and one or more MDTA Project Managers and shall develop a detailed project schedule and plan using Microsoft Project that lays out the project deliverables, milestones, tasks, individuals responsible, hours, labor rates, and projected completion dates. The project schedule shall also clearly identify all tasks that will require MDTA resources and the estimated level of collaboration in hours and detail. Any additional documentation deliverables necessary to coordinate, track and implement the project in collaboration with the MDTA Project Manager is to be further determined and expected. Once the MDTA’s Project Manager approves the project schedule, it shall become the baseline to gauge schedule variance and TO Contractor performance for all project activities. The TO Manager will oversee and ensure the work is performed according to both party expectations and resolve any area of ambiguity or contention that arise. The MDTA Project Manager will work with the TO Contractor and implement the project as defined in the project management plan.
2. The TO Contractor, at the direction of the MDTA Project Manager, shall facilitate a Project Kickoff Meeting to include the project teams from both parties and the project’s Executive Sponsor. At a minimum the project kickoff meeting should cover these key areas:
  - Purpose of the project
  - Project approach and timeline of the project
  - Goals and deliverables
  - Roles and responsibilities
  - Critical success factors
3. Once a month the TO Contractor shall submit a monthly project status report (see Attachment 10) and an updated Microsoft Project schedule to the TO Manager.
4. The TO Contractor shall be responsible for submitting a monthly invoice for services performed (See Section 2.21)

#### **B. System Requirements (e.g. business processes & workflows)**

1. The TO Contractor shall work with the MDTA Project Manager and or if applicable the TO Manager to schedule Business Requirement Sessions.
2. The TO Contractor shall conduct the Business Requirement Sessions. The purpose of these sessions is to meet with the MDTA’s Subject Matter Experts (SMEs) to help fully understand and

document the current business processes and the proposed OPENText LiveLink solution requirements.

3. The TO Contractor shall use the information elicited during the business requirement session(s) with the stakeholders to draft and finalize the Business Requirements Document.

#### **C. System Design (e.g. system personalization/customization)**

1. The TO Contractor shall work with the MDTA Project Manager and or if applicable the TO Manager to schedule System Design Sessions.
2. The TO Contractor shall conduct the System Design Sessions. The TO Contractor shall use the information elicited during the design session(s) with the user(s) to draft and finalize the Functional Systems Design Requirements Document.
3. The System Design Document shall accommodate the functionality and features specified in the Business Requirements Document.

#### **D. System Integration & Testing**

1. The TO Contractor shall submit a draft and final document of the Integrated Systems Test (IST) and User Acceptance Test (UAT) Plans to the MDTA for review and approval. At a minimum the IST and UAT Plan shall include testing procedures and test scripts. The UAT testing procedures and scripts shall be used during UAT sessions.
2. The TO Contractor shall have a development environment and test environment at their site.
3. Once the TO Contractor has successfully developed and tested a LiveLink System solution that is ready for MDTA user testing, the TO Contractor shall deploy the system into the MDTA test environment so that UAT can be conducted.
4. Any setup or installation work to be performed in the MDTA's environment requires the submission and approval of a Configuration Change Request (CCR) by the MDTA Local Change Advisory Board (MDTA\_CAB) and MDOT Change Advisory Board (CAB). Therefore, the TO Contractor shall provide the MDTA with the installation procedures, documentation, scripts, etc. that will be used for such work at least three weeks prior to the start date for this work. This will allow time for the CCR approval process to complete. This includes work such as server software installations, database setup & configurations, and client installations.
5. The TO Contractor shall meet with the MDTA's IT Staff to discuss the implementation plan for installing LiveLink into the MDTA's test and production environments. After this meeting the TO Contractor shall develop an Implementation Plan that describes in detail the strategy for implementing OPENText LiveLink into the MDTA's test and production environments. At a minimum the Implementation Plan should provide the following information:
  - An overview of the system;
  - A technical architecture network diagram that shows the high level IT infrastructure
  - A brief description of the major tasks involved in implementation;
  - Identification of IT MDTA resources needed for LiveLink Test and Production deployment
  - The estimated amount of time (in days) required to setup the test and production environments
6. After UAT sessions are completed the TO Contractor shall submit a UAT Report to the MDTA Project Manager. The UAT Report shall outline system bugs, system defects, system deficiencies, and potential enhancements identified during UAT sessions.
7. The TO Contractor shall work with the MDTA Project Manager and/or if applicable the TO Manager to ensure that all system bugs and deficiencies are resolved before the newly developed system is deployed into the MDTA production environment.

#### **E. System Implementation**

1. The TO Contractor shall deploy the system into the MDTA's production environment and verify that the system is functioning properly. The MDTA TO Manager and the MDTA Project Manager will sign-off on delivery of the system upon the completion of 30 days of satisfactory system performance in the production environment.

## **F. Training**

1. The TO Contractor shall submit a draft and final Training Plan that outlines the specific learning objectives for the different groups of end users and administrators. Also, the Training Plan shall establish the types of training to be conducted, the number of classes, and the proposed training schedule.
2. The TO Contractor shall submit a draft and final End User Training Manual and System Administrator Training Manual to the MDTA Project Manager and the TO Manager for approval. After approval by the MDTA Project Manager and the MDTA TO Manager, the TO Contractor shall provide hard copy End User Training Manuals and System Administrator Manuals for ALL students and or Operation Systems Support personnel that attend training.
3. The End User Manual shall be the primary reference guide for end users, therefore, it shall be an easy to follow guide with screenshots and hints that helps users to quickly learn the new system. The system administrator's manual must clearly and accurately document system maintenance procedures, how to add and remove users, and how to support and troubleshoot the most common system problems.
4. The TO Contractor shall work with the MDTA Project Manager and the TO Manager to schedule classroom training for end users and system administrators. If the MDTA cannot provide a facility for end users classroom training then the TO Contractor shall be able to provide a facility for end users classroom training. System Administrators and or Operation Systems Support personnel training can be conducted as one-on-one training sessions.

### **2.20.2 OPENText LiveLink System Support Services (Operations & Maintenance)**

The TO Contractor shall be capable of providing OPENText LiveLink integration and support for current systems as well as any new systems implemented under this TORFP. The average number of calls per month for LiveLink is between 5 to 10 calls. This number could vary depending upon whether a new module is installed or if an enhancement is made to the system.

#### **A. System Support Services**

The TO Contractor shall work with the TO Manager in developing a new or maintaining an existing System Support Agreement that describes how OPENText LiveLink system support shall be conducted and the services that shall be provided. At a minimum the System Support Agreement should cover the following items:

- Call Center procedures
- Hours of service
- Ticket severity levels
- Ticket response and resolution times
- Communication Protocol
- List of system support services
  - Customer support – on site and/or remote site support on an as-needed basis
  - Enhancements
  - System upgrades
  - Bug Fixes
  - System Administration
  - System Configuration
  - System Documentation, including all modifications or changes that may be performed by the TO Contractor with sufficient detail and methodology to meet industry best practice standards
  - System Integration Support
  - Problem analysis, investigation, resolution, and tracking
  - Status reports
  - User Training
  - Review and analysis of source code CDs for customized LiveLink business applications

- Any other information that the TO Manager and TO Contractor deem necessary to include in the System Support Agreement

## 2.21 INVOICING

Invoices will be submitted by the TO Contractor to the TO Manager on a monthly basis by the 15th business day of each month for all work completed in the previous month. All invoices submitted for payment shall be accompanied by a copy of the time sheets and supporting details for all personnel for whom time is billed.

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

### 2.21.1 INVOICE FORMAT

- A. The invoice shall identify MDTA, associated TO Agreement number, TO Contractor point of contact with telephone number, date of invoice, Federal Employer Identification Number (FEIN), period of performance covered by the invoice, specific project task description or ongoing system support services for support tasks that are not part of a specific project implementation, labor category, resource name, rate, hours, and amount. For example:

Description	Labor Category	Name	Rate	Hours	Amount
Project Administration	Project Manager	Ashley Jones	50	2	\$100.00
Requirements Analysis	Business Analyst	Susan Jones	40	2	\$80.00
Technical Support	Software Engineer	Jimmy Jones	45	2	\$90.00
			<b>Total</b>	<b>6</b>	<b>\$270.00</b>

- B. The TO Contractor shall send each monthly invoice and supporting documentation to MDTA TO Manager via email to:

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

Delores Ragsdale  
 Maryland Transportation Authority  
 Division of Information Technology  
 2400 Broening Highway, Suite 117  
 Baltimore, MD 21224

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

## 2.22 TO CONTRACTOR PERSONNEL

The TO Contractor shall be responsible for providing the personnel required in this TORFP on a continual basis for all assigned tasks, within the timeframe required as specified by the TO Manager.

The TO Contractor Personnel shall be expected to perform most duties remotely from the TO Contractor’s worksite. Optionally, the TO Contractor Personnel may be required to work on-site on a daily basis if/when space

is available and the need to do so is expressed by the TO Manager. There are multiple sites for the MDTA and the TO Contractor is expected to travel to these sites as needed.

The TO Contractor shall be responsible for providing all computer equipment for personnel proposed in the Technical Proposal.

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

The TO Contractor and personnel shall be required to remote into MDTA using established MDTA security standards as described below in this section; all TO Contractor employees who remote in to MDTA will be given the remote access policy and must comply as described below in this section.

When it is appropriate, MDTA will establish and maintain VPN connection with the TO Contractor, from which remote access for the TO Contractor in to MDTA to work will be accomplished.

On as needed basis, MDTA will provide the TO Contractor Personnel with an RSA Token or remote capability that will be used to connect to the MDTA's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the MDTA's test and production environments.

The TO Contractor shall be responsible for:

- Providing adequate internet access from the TO Contractor's site in order to remote into the MDTA LAN/WAN
- Maintaining the equipment at the TO Contractor's site to include the latest antivirus software updates and antivirus definitions, firewall updates and settings, and operating system patches and security updates
- Ensuring travel expenses for TO Contractor personnel traveling to and from the Maryland Transportation Authority is handled accordingly as travel time will not be charged to the MDTA.

The TO Contractor Personnel shall be expected to perform duties remotely from the TO Contractor's worksite, as well as on-site at the MDTA site at 2310 and 2400 Broening Highway, Baltimore, MD or at other MDTA facilities, to meet with MDTA staff as needed in order to complete the tasks that they've been assigned.

Tasks that require the TO Contractor personnel to work at an MDTA facility will be coordinated with the TO Manager. Assignments will be given and reviewed by the TO Manager. Travel will occur between the TO Contractor's office and the MDTA. Travel time is not billable to the MDTA and the TO Contractor Personnel shall have a valid driver's license and their own transportation.

## **2.23 WORK HOURS**

The TO Contractor Personnel shall be available to work an eight hour day, on site or off site, during normal MDTA business hours (7:30 AM to 5:30 PM) except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days).

Services may also involve some evening and/or weekend hours performing planned system upgrades, in addition to the core business hours. Any time worked performing after hour's work must be billed based on the actual time worked at the Task Order approved labor rates.

In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Contract Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

## 2.24 SERVICE LEVEL AGREEMENT

Service Levels	Email/Phone Response	On-Site Response	Response Availability	Comments
ALL	TO Contractor shall respond to service requests placed within two business hours.	Determine by TO Manager	Support will be based on MDTA hours which are Monday-Friday 7:30 AM to 5:30 PM except for State holidays and service reduction days.	There is only one response time associated with this TORFP

## 2.25 SECURITY AND CONFIDENTIALITY

The TO Contractor shall adhere to and ensure compliance with the State of Maryland and the Maryland Transportation Authority’s Information Technology Security Policies and Standards. These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. A copy of the most recent document can be found on the Maryland Department of Information Technology’s web page at [www.doIT.maryland.gov](http://www.doIT.maryland.gov) under Technology. The TO Contractor personnel will be required to sign the MDOT Security Advisory, the MDTA Non-disclosure agreement, and abide by the MDTA Internet and e-mail Use Policy. Additionally, if the TO Contractor requires third party connectivity to the MDOT Network, the TO Contractor will be required to sign the MDOT Terms and Conditions for Third Party Remote Access.

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

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

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

## 2.26 CRIMINAL BACKGROUND CHECK

The Offeror shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check may be performed by a public or private entity.

Within sixty (60) days of Notice to Proceed, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. – see attachment 15. TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense to the TO Contractor.

The MDTA reserves the right to refuse to allow any Offeror’s employee to work on State premises, based upon certain specified criminal convictions.

The CJIS criminal record check of each employee who will work on Authority premises shall be reviewed by the Offeror for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

- A. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
- B. any crime within Title 7, Subtitle 1 (various crimes involving theft);
- C. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
- D. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
- E. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
- F. a crime of violence as defined in CL § 14-101(a).

An employee of the Offeror who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract; an employee of the Offeror who has been convicted with the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

Each Agency may impose more restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Offeror not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Offeror shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises. The MDTA PM will approve in writing any Offeror personnel assigned to work on this project before the performance of work. All Offeror personnel shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Detection of any unlawful conduct will be referred to Law Enforcement Officials.

## **2.27 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to Maryland Transportation Authority at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to Maryland Transportation Authority. Maryland Transportation Authority will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

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

### 3.1 REQUIRED RESPONSE

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

### 3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS+ TORFP. If not points shall be deducted. A TO Proposal shall contain the following sections in order:

### 3.3 TO TECHNICAL PROPOSAL

#### A. Proposed Services

1. Requirements: A detailed discussion of the Master Contractor's understanding of the work; and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2- Scope of Work.
2. Proposed Solution: A more detailed description of the Master Contractor'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. Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
4. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
5. Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

#### B. Proposed Personnel and Staffing Plan

Master Contractors shall propose **exactly four (4) personnel** in response to this TORFP.

1. Provide an Attachment 5 - Labor Category Personnel Resume Summary for four identified resources listed in Section 2.1. The Attachment 5 - Labor Category Personnel Resume Summary shall show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution.
  - a. Include the following for each engagement:
    - ii. Name
    - iii. Company / Organization
    - iv. Job Title
    - v. Start and end dates MM/YY
    - vi. Location (Optional)
    - vii. Work Description
    - viii. Any other experience
    - ix. Education / training starting with the latest degree / certification

2. Provide a completed Attachment 5 - Labor Category Personnel Resume Summary for: the Project Manager; Systems Administrator, Developer, and Business Analyst, certifying that the proposed personnel meets the minimum required qualifications and possesses the required certifications in Section 2.18. The Attachment 5 should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work. **The proposed person shall meet minimum required qualifications of the proposed labor category as outlined in the CATS+ Master Contract, to be considered susceptible for award.**
3. Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement
4. Provide a Staffing Plan that contains the following:
  - a. Planned team composition by role (Only provide labor category, names, and Attachment 5 - Labor Category Personnel Resume Summary as identified in 3.2.1.B.2. All other team composition shall be described by role only.).
  - b. Supporting descriptions for all labor categories in response to this TORFP
  - c. Process of locating and bringing on board resources that meet the needs of Section 2 - Scope of Work, including proposed lead time for locating qualified resources.
  - d. Substitution procedures for replacing resources
5. Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
6. Complete and provide, at the interview, Attachment 5 – Labor Category Personnel Resume Summary.

C. MBE Participation

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

D. Subcontractors

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

E. Master Contractor and Subcontractor Experience and Capabilities

1. Provide up to three examples of projects or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - a. Name of organization.
  - b. Point of contact name, title, email and telephone number (point of contact must be available and knowledgeable regarding the work performed)
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates for each example project or contract (MM/YY to MM/YY). If the Master Contractor is no longer providing the services, explain why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a. Name of organization.
  - b. Point of contact name, title, and telephone number (point of contact must be available and knowledgeable regarding the work performed)
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates for each example project or contract (MM/YY to MM/YY). If the Master Contractor is no longer providing the services, explain why not.
  - e. Dollar value of the contract.

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

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F. Proposed Facility

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

G. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H. Confidentiality

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

### **3.4 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, including:
- C. The Offeror should indicate on Attachment 1 the appropriate Labor Categories being proposed, and a Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract. Pricing shall be valid for 120 days.
- D. 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.

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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 Maryland Transportation Authority will consider all information submitted in accordance with Section 3. The most advantageous TO proposal offer considering technical and financial submission will be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

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

1. Experience of the TO Contractor's proposed personnel performing the duties and responsibilities required in Section 3.3 Tasks to be Completed by TO Contractor Personnel.
2. The TO Contractor's understanding of the work to be accomplished
3. TO Contractor Past performance on similar projects
4. OPENText Partner Program Participation Level
5. Satisfactory references for the Master Contractor for any project
6. 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).
7. The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.17 and 2.18.
8. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and Section 3.3.B.4 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 in Section 2.17 and 2.18, and quality of responses to Section 3.3 of the TORFP. Master Contractors whose resources are deemed technically qualified will be ranked against each other. All others will be deemed not reasonably susceptible for award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B. The State will conduct interviews of all personnel proposed in each TO Proposal that meets required qualifications. Interviews will be conducted in person.
- C. Qualified TO Proposal whose resource(s) were deemed technically qualified shall have their TO Financial Proposal considered and their financial responses will be reviewed and ranked from lowest to highest price proposed.
- D. The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have equal weight to price.

All Master Contractors who proposed 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 Manager. See Attachment 6 - Notice to Proceed (sample).

# ATTACHMENT 1 – PRICE PROPOSAL (TIME AND MATERIALS)

## FOR OPENTEXT LIVELINK TECHNICAL SUPPORT

### SERVICES CATS+ TORFP J01B4400003

(SUBMIT AS A PDF FILE WITH THE TO FINANCIAL PROPOSAL)

Resources 1-4 shall be available to start at TO award. Additional resources shall be obtained after TO award through a work order process. Financial evaluation will be based on a 1960 hours per year basis per labor category proposed and an overall financial impact. Master Contractors shall propose two (2) CATS+ Labor Categories to support Future Additional Resources for this TORFP.

Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP not to exceed the total number of hours for all the additional resources.

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

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

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed Price
<b>Year 1</b>			
<i>Resource #1 – Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2– Systems Administrator (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3– Developer (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource#4 – Business Analyst (Insert Name and CATS+ Labor Category)</i>		1960	
<b>Additional Potential Resources to be added through a Work Order (Master Contractor to specify a CATS+ Labor Category only):</b>			
<i>QA Analyst (Insert CATS+ Labor Category)</i>	\$	1960	\$
<i>Systems Analyst / Trainer (Insert CATS+ Labor Category)</i>	\$	1960	\$
<b>Total Year #1</b>			\$
<b>Year 2</b>			
<i>Resource #1– Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$

<i>Resource #2 – Systems Administrator (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3– Developer (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category))</i>	\$	1960	\$
<b>Additional Potential Resources to be added through a Work Order (Master Contractor to specify a CATS+ Labor Category only):</b>			
<i>QA Analyst (Insert CATS+ CATS+ Labor Category)</i>	\$	1960	\$
<i>Systems Analyst / Trainer (Insert CATS+ Labor Category)</i>	\$	1960	\$
<b>Total Year #2</b>			\$
<b>Year 3</b>			
<i>Resource #1– Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2– Systems Administrator (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3– Developer (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – Business Analyst (Insert Name and Labor Category)</i>	\$	1960	
<b>Additional Potential Resources to be added through a Work Order (Master Contractor to specify a CATS+ Labor Category only):::</b>			
<i>QA Analyst (Insert CATS+ Labor Category)</i>	\$	1960	\$
<i>- Systems Analyst/ Trainer (Insert CATS+ Labor Category)</i>	\$	1960	\$
<b>Total Year #3</b>			\$
<b>Year 4</b>			
<i>Resource #1 – Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Systems Administrator (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3 – Developer (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<b>Additional Potential Resources to be added through a Work Order (Master Contractor to specify a CATS+ Labor Category only):</b>			
<i>– QA Analyst (Insert CATS+ Labor Category)</i>	\$	1960	\$
<i>Systems Analyst/ Trainer (Insert CATS+ Labor Category)</i>	\$	1960	\$
<b>Total Year #4</b>			\$

<b>Year 5</b>			
<i>Resource #1 – Project Manager (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #2 – Systems Administrator (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #3– Developer (Insert Name and CATS+ Labor Category)</i>	\$	1960	\$
<i>Resource #4 – Business Analyst (Insert Name and CATS+ Labor Category)</i>	\$	1960	
<b><i>Additional Potential Resources to be added through a Work Order (Master Contractor to specify a CATS+ Labor Category only):</i></b>			
<i>QA Analyst (Insert CATS+ Labor Category)</i>	\$	1960	\$
<i>Systems Analyst / Trainer (Insert CATS+ Labor Category)</i>	\$	1960	\$
<b>Total Year #5</b>			<b>\$</b>
<b>Total EVALUATED PRICE (Years 1 – 5)</b>			<b>\$</b>

\_\_\_\_\_  
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 to include all direct and indirect costs and profit for the Master Contractor to perform under the TO Agreement. The total hours listed above are to be considered as estimates only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. All pricing shall be valid for 120 days. Do not alter this form.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

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

**CATS+ TORFP #J01B4400003**

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

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



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

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

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

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

I have met the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %) and the following subgoals, if applicable:  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for African American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Hispanic American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Asian American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Women-owned MBE firms

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

**OR**

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

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within ten (10) business days of receiving such notice:  
(a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);  
(b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);  
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and  
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ Offerors susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

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

**3. Information Provided to MBE firms**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

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

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

PAGE 1 OF 3

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

**FORM INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS FORM**

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

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

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

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
  - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
  - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

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

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

PAGE 3 OF 3

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

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

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

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

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

**PART 2 – MBE PARTICIPATION SCHEDULE**

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

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

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

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

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

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

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

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

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

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

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

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

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

---

Company Name Signature of Representative

---

Address Printed Name and Title

---

City, State and Zip Code Date



**ATTACHMENT 2 - MDOT MBE FORM D-3**  
**STATE-FUNDED CONTRACTS**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

**4. Please Check One:**

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

**5. Please Check One:**

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

**ATTACHMENT 2 - MDOT MBE FORM D-4  
STATE-FUNDED CONTRACTS  
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

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

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

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

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

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

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

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

## Attachment D-5

### Maryland Department of Information Technology Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

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

Prime Contractor:	Contact Person:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	Email:
Subcontractor Name:	Contact Person:	
Phone:	FAX:	
Subcontractor Services Provided:		

<p><b>List all payments made to MBE subcontractor named above during this reporting period:</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Paid: \$</b> _____			<p><b>List dates and amounts of any outstanding invoices:</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice#</u>	<u>Amount</u>																																			
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	<u>Invoice #</u>	<u>Amount</u>																																			
1.																																					
2.																																					
3.																																					
4.																																					
<b>Total Dollars Unpaid: \$</b> _____																																					

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

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

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

This form must be completed by  
 MBE subcontractor

**ATTACHMENT D-6**

**Minority Business Enterprise Participation  
 Subcontractor Paid/Unpaid MBE Invoice Report**

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

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

<b>Total Dollars Paid: \$</b> _____	<b>Total Dollars Unpaid: \$</b> _____
Prime Contractor:	Contact Person:

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

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

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

(Required)

# ATTACHMENT 2 - MDOT MBE/DBE FORM E

## GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

#### I. Definitions

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

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

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

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

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

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

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

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

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

**C. Solicit MBE/DBEs**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. Other Considerations**

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

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

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

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

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

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

**B. Outreach/Solicitation/Negotiation**

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

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

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

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

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

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

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

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

**D. Other Documentation**

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

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

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

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

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

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

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

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

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

# MDOT MBE/DBE FORM E

## GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

# MDOT MBE/DBE FORM E

## GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

PAGE \_\_ OF \_\_

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS+ TORFP #J01B4400003 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Transportation Authority, as identified in the CATS+ TORFP J01B4400003.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals J01B4400003, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013
  - d. “TO Procurement Officer” means TO Procurement Officer. The MDTA may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Transportation Authority and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.
  - g. “TO Manager” means TO Manager of the MDTA. The MDTA 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 BAFO



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 insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2.18 of the CATS+ TORFP, but no later than thirty (30) days after the MDTA's receipt of an invoice for services provided by the TO Contractor, acceptance by the MDTA 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 **Federal ID number**. 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 MDTA 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, MDOT/Maryland Transportation Authority

\_\_\_\_\_  
By: TO Procurement Officer      Date  
MDTA

\_\_\_\_\_

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

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

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

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

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

(Authorized Representative and Affiant)

Submit as a .pdf file with to Technical proposal

## **ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one (1) Attachment 5 - Labor Category Personnel Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

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

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

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

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.18 of this TORFP Include MM/YY to MM/YY:	
Experience: Insert the experience description from the CATS+ RFP  a. The CATS+ RFP from Section 2.10 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.18 of this TORFP Include MM/YY to MM/YY:	
Duties: (Insert the duties description from the CATS+ RFP from Section 2.10 for the applicable labor category.)	

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

**TO Contractor’s Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

Submit with TO Technical Proposal  
Signature required at the time of the interview

## ATTACHMENT 6 – NOTICE TO PROCEED (Sample)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #J01B4400003

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Delores Ragsdale of the Maryland Transportation Authority will serve as your contact person on this Task Order. Delores Ragsdale can be reached at 410-537-6734 and email at [dragsdale@MDTA.state.md.us](mailto:dragsdale@MDTA.state.md.us)

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: Delores Ragsdale

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

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

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J01B4400003 for OPENText LiveLink. 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 in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of 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 Ms. Anna Lansaw, TO Procurement Officer of the Maryland Transportation Authority on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

Submit as required in the TORFP

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

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

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for OPENText LiveLink TORFP No. J01B4400003 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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



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

TO Contractor/TO Contractor's Personnel:

MDOT/Maryland Transportation Authority:

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

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

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

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

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

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

Submit as required in the TORFP

**EXHIBIT A for TO Non-Disclosure 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 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

B) Did the Master Contractor request each personnel substitution in writing?

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

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

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

D) Was the substitute approved by the MDTA in writing?

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

#### Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly?

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

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)  
%

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

D) Is this consistent with the planned MBE percentage at this stage of the project?

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

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

#### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

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

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

\_\_\_\_\_

D) Is the change management procedure being followed?

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

## ATTACHMENT 10 - MONTHLY PROJECT STATUS REPORT

MONTHLY STATUS REPORT FOR XXXX IMPLEMENTATION		
Project Start Date:	Project End Date:	
Project Sponsor:	Project Budget:	
Reporting Period:	Reported By:	
GENERAL PROJECT STATUS		
<u>Comments:</u>		
PROJECT BUDGET		
<b>ON BUDGET:</b> <input type="checkbox"/>		
<b>UNDER BUDGET:</b> <input type="checkbox"/> 5K <input type="checkbox"/> 10K <input type="checkbox"/> 15K+		
<b>OVER BUDGET:</b> <input type="checkbox"/> 5K <input type="checkbox"/> 10K <input type="checkbox"/> 15K+		
Reason for deviation if <b>OVER BUDGET</b> :		
PROJECT SCHEDULE		
<b>ON-TIME:</b> <input type="checkbox"/>		
<b>AHEAD OF SCHEDULE:</b> <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 3+ weeks		
<b>BEHIND SCHEDULE:</b> <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 3+ weeks		
Reason for deviation if <b>BEHIND SCHEDULE</b> :		
DELIVERABLES COMPLETED THIS REPORTING PERIOD		
<b>Deliverables</b>	<b>Project Phase</b>	<b>% Complete</b>
DELIVERABLES PLANNED FOR NEXT REPORTING PERIOD		

<b>ACCOUNTING STATUS</b>		
<b>Month</b>	<b>Amount Invoiced This Period</b>	<b>Amount Paid This Period</b>
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
<b>Total</b>		

## ATTACHMENT 11 – Performance Evaluation

**Instructions:**

Below is a listing of the performance objectives for Name of Contractor / Subcontractor who performs work under TO J01B4400003. This is a group evaluation as contractor and subcontractor work per MDTA support and project requests only. Group performance on each objective is rated and additional comments are provided.

**Performance Review Rating System –**

- 1- Contractor performance does not meet expectations for this objective.
- 2- Contractor performance sometimes meets expectations for this objective but not consistently and/or completely. Performance must improve.
- 3- Contractor performance consistently meets expectations for this objective.
- 4- Contractor performance exceeds expectations for this objective.
- 5- Contractor performance far exceeds expectations for this objective.

Objectives for <u>Name of contractor/subcontractor</u>	Rating (1-5)
Technically knowledgeable to comprehend MDTA Dynamics system and perform analysis on issue and project requests and perform supports	
Task assigned are completed on or before the due date.	
Work performed and delivered to the client meets or exceeds expectation.	
Overall satisfaction with contractor performance	
Additional Comments:	

**ATTACHMENT 12 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

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

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

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

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

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

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature & Date: \_\_\_\_\_



## ATTACHMENT 13 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

Providing goods or services of at least \$20 million in the energy sector of Iran; or

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

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

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

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

### CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

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

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

## ATTACHMENT 14 - SAMPLE WORK ORDER

<b>WORK ORDER</b>		<b>Work Order #</b>	<b>Contract #</b>		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
<b>Purpose</b>					
<b>Statement of Work Requirements:</b>					
<b><u>Deliverable(s), Acceptance Criteria and Due Date(s):</u></b>					
Deliverables are subject to review and approval by the MDTA prior to payment. (Attach additional sheets if necessary)					
<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.		MDTA shall pay an amount not to exceed			\$
<b>TO Contractor</b>			<b>Agency Approval</b>		
(Signature) TO Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC	(Print Name)		TO Manager	(Print Name)	
Telephone No.			Telephone No.		
Email:			Email:		

**ATTACHMENT 15 - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for each of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS+ Master Contract. Master Contractor affirms it will provide the successful State background check as soon as possible after intent to award, but within sixty (60) calendar days. Master Contractor further affirms it will provide the successful Federal background check as soon as possible, but within One Hundred and Twenty (120) calendar days after Notice To Proceed for each candidate. 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