



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

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

**IT Strategic Plan & Organizational Assessment**

**Small Business Reserve (SBR) ONLY**

**CATS+ TORFP #J01B4400006**

**Maryland Department of Transportation (MDOT)  
Maryland Transportation Authority (MDTA)**

**ISSUE DATE: 12/12/13**

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>SECTION 1 - ADMINISTRATIVE INFORMATION.....</b>                             | <b>5</b>  |
| 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT .....                            | 5         |
| 1.2 TO AGREEMENT .....   | 5         |
| 1.3 TO PROPOSAL SUBMISSIONS .....  | 5         |
| 1.4 ORAL PRESENTATIONS .....   | 5         |
| 1.5 MINORITY BUSINESS ENTERPRISE (MBE) .....                                   | 6         |
| 1.6 CONFLICT OF INTEREST .....   | 6         |
| 1.7 NON-DISCLOSURE AGREEMENT .....   | 6         |
| 1.8 LIMITATION OF LIABILITY CEILING .....                                      | 6         |
| 1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES .....                             | 6         |
| 1.10 LIVING WAGE .....   | 7         |
| 1.11 IRANIAN NON-INVESTMENT .....  | 7         |
| 1.12 CHANGE ORDERS .....   | 7         |
| 1.13 TRAVEL REIMBURSEMENT .....  | 7         |
| 1.14 QUESTIONS .....   | 7         |
| 1.15 TO PRE-PROPOSAL CONFERENCE .....  | 7         |
| <b>SECTION 2 - SCOPE OF WORK .....</b>   | <b>8</b>  |
| 2.1 PURPOSE .....  | 8         |
| 2.2 REQUESTING AGENCY BACKGROUND / PROJECT BACKGROUND .....                    | 8         |
| 2.3 ROLES AND RESPONSIBILITIES .....   | 11        |
| 2.4 REQUIREMENTS .....   | 11        |
| 2.5 HARDWARE, SOFTWARE, AND MATERIALS .....                                    | 15        |
| 2.6 DELIVERABLE SUBMISSION PROCESS .....                                       | 15        |
| 2.7 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA .....                       | 17        |
| 2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES .....              | 19        |
| 2.9 SUBSTITUTION OF PERSONNEL .....  | 20        |
| 2.10 OFFEROR COMPANY MINIMUM QUALIFICATIONS .....                              | 20        |
| 2.11 OFFEROR COMPANY PREFERRED EXPERIENCE .....                                | 20        |
| 2.12 OFFEROR PERSONNEL MINIMUM REQUIREMENTS .....                              | 21        |
| 2.13 OFFEROR PERSONNEL PREFERRED EXPERIENCE .....                              | 21        |
| 2.14 INVOICING .....   | 22        |
| 2.15 INVOICE SUBMISSION PROCEDURE .....  | 22        |
| 2.16 PREMISES AND OPERATIONAL SECURITY .....                                   | 23        |
| 2.17 MBE PARTICIPATION REPORTS .....   | 24        |
| <b>SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....</b> | <b>25</b> |
| 3.1 REQUIRED RESPONSE .....  | 25        |
| 3.2 FORMAT .....   | 25        |
| 3.3 TO TECHNICAL PROPOSAL .....  | 25        |
| 3.4 TO FINANCIAL PROPOSAL .....  | 29        |
| <b>SECTION 4 – TASK ORDER AWARD PROCESS .....</b>                              | <b>30</b> |
| 4.1 OVERVIEW .....   | 30        |
| 4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA .....                               | 30        |
| 4.3 SELECTION PROCEDURES .....   | 30        |
| 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....                            | 30        |

|  |           |
|--|-----------|
| <b>ATTACHMENT 1 –PRICE PROPOSAL .....</b>                                | <b>31</b> |
| <b>ATTACHMENT 2 - MDOT MBE FORM D-1 .....</b>                            | <b>32</b> |
| <b>ATTACHMENT 3 – TASK ORDER AGREEMENT .....</b>                         | <b>42</b> |
| <b>ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b> | <b>54</b> |
| <b>ATTACHMENT 5 –PERSONNEL RESUME SUMMARY .....</b>                      | <b>55</b> |
| <b>ATTACHMENT 6 - CRIMINAL BACKGROUND CHECK AFFIDAVIT .....</b>          | <b>57</b> |
| <b>ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE) .....</b>                   | <b>58</b> |
| <b>ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM.....</b>            | <b>59</b> |
| <b>ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM.....</b>         | <b>60</b> |
| <b>ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>           | <b>61</b> |
| <b>ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....</b>     | <b>62</b> |
| <b>ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....</b>       | <b>65</b> |
| <b>ATTACHMENT 13 – SMALL BUSINESS CONTRACT AFFIDAVIT .....</b>           | <b>67</b> |
| <b>ATTACHMENT 14 – LIVING WAGE AFFIDAVIT OF AGREEMENT .....</b>          | <b>69</b> |
| <b>ATTACHMENT 15 -CERTIFICATION REGARDING INVESTMENTS IN IRAN.....</b>   | <b>70</b> |
| <b>ATTACHMENT 16 - MARYLAND TRANSPORTATION AUTHORITY SITES.....</b>      | <b>71</b> |
| <b>ATTACHMENT 17 - PRE-PROPOSAL CONFERENCE DIRECTIONS AT MDTA .....</b>  | <b>72</b> |
| <b>ATTACHMENT 18 – SAMPLE WORK ORDER .....</b>                           | <b>73</b> |

## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP J01B4400006 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via, your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

|   |   |
|---|---|
| <b>TORFP Title:</b>                     | IT Strategic Plan & Organizational Assessment   |
| <b>TO Project Number:</b>               | J01B4400006   |
| <b>Functional Area:</b>                 | Functional Area: #10 – IT Management Consulting Services  |
| <b>TORFP Issue Date:</b>                | 12/12/2013  |
| <b>Closing Date and Time:</b>           | 01/22/2014 at 2:00 p.m.   |
| <b>Questions Due Date and Time:</b>     | 01/08/2014 at 12:00 p.m.  |
| <b>TORFP Issuing Agency:</b>            | MDOT on behalf of the MDTA<br>Division of Information Technology (DoIT)   |
| <b>Send Questions and Proposals to:</b> | Trisha O’Neal<br>toneal@mdot.state.md.us  |
| <b>TO Procurement Officer:</b>          | Trisha O’Neal<br><a href="mailto:toneal@mdot.state.md.us">toneal@mdot.state.md.us</a><br>Phone: 410-865-1386<br>Fax: 410-865-1388   |
| <b>TO Manager:</b>                      | Diedre L. Parish<br>Office Phone Number: 410-537-1076<br>Office FAX Number: 410-537-1351  |
| <b>TO Type:</b>                         | Fixed Price   |
| <b>Period of Performance:</b>           | Notice To Proceed (NTP) to Upon acceptance of deliverables (Maximum of 60 months )  |
| <b>MBE Goal:</b>                        | 33% Women-owned MBE of 8 %, African American-owned of 7 % and Hispanic American-owned of 2 %  |
| <b>Small Business Reserve (SBR):</b>    | Yes   |
| <b>Primary Place of Performance:</b>    | Contractor to provide office space at contractor’s base location. Meetings, interviews, other work that must be performed on site primarily will be at MDTA base location (Point Breeze complex, Broening Highway, Baltimore Maryland) in Central Maryland area, but may be at any other MDTA location. |
| <b>TO Pre-proposal Conference:</b>      | MDOT Headquarters<br>Intemann Conference Room, 3 <sup>rd</sup> Floor<br>7201 Corporate Center Drive<br>Hanover, MD 21076<br>01/07/2014 at 2:30 PM Local Time<br>See Attachment 17 for directions.   |

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

## 1.2 TO AGREEMENT

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

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format (2007 or greater). The "subject" line in the e-mail submission shall state the TORFP #J01B4400006. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J01B4400006 Technical". The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J01B4400006 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible: No forms shall be altered.

- Attachment 1 – Price Proposal
- Attachment 2 – MBE Forms D1 and D-2
- Attachment 4 – Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 13 – Small Business Reserve Affidavit
- Attachment 14 – Living Wage Affidavit of Agreement
- Attachment 15 - Iranian Non-Investment Affidavit

**NOTE:** There is a file size limitation on inbound emails. Email must 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

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

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

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

## **1.6 CONFLICT OF INTEREST**

The TO Contractor awarded the 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 in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MDTA 2340 Broening Highway, Baltimore MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Manager Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

### **1.10 LIVING WAGE**

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

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

### **1.11 IRANIAN NON-INVESTMENT**

A proposal submitted by an Offeror shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 15.

### **1.12 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 of 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.

### **1.13 TRAVEL REIMBURSEMENT**

Not applicable for this TORFP, this is a fixed price contract that includes all travel.

### **1.14 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.

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

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via email to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please email the Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

MDOT on behalf of the MDTA is issuing this CATS+ TORFP to acquire consultant services for assessing the current information technology organization; for developing an information technology strategic plan; and for developing a technology plan to guide future MDTA technology investments and producing required document deliverables. MDTA is looking for a highly qualified team to fulfill the scope of work described in this TORFP. This will be a single award to one Master Contractor.

For the team proposed in response to this TORFP, Master Contractors **shall propose no more than four named resources** and will describe in a Staffing Plan how any additional team members will be located and used to meet MDTA's needs.

Qualified teams will include members with industry-standard certifications such as Certified Information Systems Auditor (CISA); Certified Information Security Manager (CISM); Certified in the Governance of Enterprise IT (CGEIT); Certified in Risk and Information Systems Control (CRISC); Information Technology Infrastructure Library (ITIL); Program Management Professional (PgMP); Project Management Professional (PMP).

The Master Contractor shall work with MDTA DoIT staff at the Point Breeze Complex, 2310, 2340, 2400 buildings on Broening Highway, Baltimore, Maryland and with other MDTA business unit staff at various MDTA locations (at any of our facilities, but with the majority of the work based in the Baltimore, Maryland region). See Attachment 16 – MDTA Sites.

### 2.2 REQUESTING AGENCY BACKGROUND / PROJECT BACKGROUND

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 MDOT. The MDTA has eight toll facilities – two turnpikes, two tunnels and four bridges to help keep traffic moving in Maryland.

The MDTA created the Agency's own Division of Information Technology (DoIT) in 2005. The MDTA DoIT is comprised of the Chief Information Officer and three organizational elements. The IT function incorporates responsibility for traditional IT activities such as project planning and project management, change management, application development, definition of the application architecture, data architecture and associated standards, etc. These functions contribute significantly to the establishment and enforcement of enterprise-wide standards for integration and information exchange, provide a basis for the implementation of standardized project planning and project management processes across the MDTA, and address problems deriving from localization, non-standard technical capabilities.

The three organizational elements report to the Chief Information Officer and each element is responsible for functional areas that require an enterprise-wide purview:

- The Office of Planning is responsible for enterprise-wide data standardization, integration, information exchange, technology assessment, enterprise architecture, issue analysis, the formulation of technology policy, definition and monitoring of IT security standards.
- The Office of Project Management is responsible for enterprise-wide planning and assessment of IT projects.



- The Office of Operations and Support is responsible for network support, IT applications, system administration, desktop support, user training initiatives, the formulation of IT security policy, and implementation and enforcement of IT security standards.

MDTA continues to be impacted by external trends which are closely monitored, as they will significantly shape future planning decisions. In particular, it will be necessary to continually work to identify the best ways to ensure effective and efficient delivery of services.

Considerations include:

- System preservation for an aging transportation infrastructure
- Flat revenue projections while increased debt service requirements related to MD200 and the expansion of I-95 for express toll lanes
- Major resource challenges due to budget constraints
- Homeland security issues which include the installation of IT-supported equipment throughout the MDTA in order to increase the safety and security for our customers and employees
- Advances in technology such as mobile, social, and cloud computing
- Cyber security and the associated risks and defenses
- Providing for analytics to aid in decision making process
- Best practice frameworks such as Control Objectives for Information and related Technology (CobiT), Information Technology Service Management (ITSM)
- Current economic climate

MDTA DoIT, with the assistance of Towson University's Regional Economic Studies Institute (RESI) Information Systems Solutions (ISS) unit, completed a strategic plan (SFY 2011 – SFY 2015) through a series of activities that included:

- Assessment and documentation of the degree to which actions recommended in the SFY 2005 – SFY 2009 IT Strategic Plan were completed
- Discussions with representatives of other MDTA units aimed at identifying the perceived strengths and weaknesses of DoIT, along with possible opportunities for future actions and threats for which DoIT should be preparing.
- Analysis of planning documents prepared for the entire agency to identify any explicit guidance for DoIT in the coming years.

This plan identifies a dozen initiatives that are considered feasible for MDTA DoIT to undertake and likely to benefit both MDTA DoIT and the entire agency. Note that the following initiatives require the involvement, and possibly the leadership, of other MDTA divisions/units:

- Achieve effective containment of workforce costs
- Monitor and maintain a workforce that meets the strategic objectives of the Authority
- Communicate to other MDTA units information about all projects as early as possible in the project life cycle
- Team with the MDTA Training Center to determine IT-related training needs and training responsibilities

- Develop additional DoIT training delivery methods to meet the everyday needs of MDTA staff
- Identify DoIT staff resources required to meet the IT needs of MDTA
- Prepare for outside threats against MDTA facilities as they relate to IT services & functions

### 2.2.1 MDTA SYSTEMS AND ENVIRONMENT

MDTA is integrated into the MDOT wide area network (WAN); runs fiber optic local area networks (LANs) between various facilities; and uses standard MDOT IT systems for capital planning, payroll, and human resources.

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

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

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

MDTA currently uses the following systems and technologies:

- ArcGIS/ SDE
- Centralized data storage for Microsoft Access Databases
- Citrix Presentation Server
- Google Earth Enterprise
- IA Pro
- IBM Maximo 4.1.1 Transportation
- MdE, Inc's Automated Observation Reports and Evaluations (ADORE)
- Microsoft Dynamics SL Financial Management System & Business Portal
- OpenText Livelink 9.x
- OrgPlus Enterprise (OPE)
- Power DMS
- Primavera
- Salesforce
- SumTotal Learning Management System (LMS) formerly Pathlore and Registrar
- Systems Alliance Site Executive
- SQL Server Reporting Services
- Microsoft SQL Server 2005 & 2008
- Oracle 11g

MDTA anticipates that the following new technologies may be implemented:

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

### **2.3 ROLES AND RESPONSIBILITIES**

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

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

TO Contractor has the responsibility to provide consultant services for assessing the current information technology organization; for developing an information technology strategic plan; for developing a technology plan to guide future MDTA technology investments, and producing the required document deliverables.

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

### **2.4 REQUIREMENTS**

Overall, the assessment shall cover every major IT area to identify potential challenges that may have gone undiscovered through regular measurement or observation. The areas shall include:

- Organization
- Infrastructure
- Applications
- Budget/costs
- Vendor agreements
- Operations
- Processes
- IT demand management processes
- Project management practices
- Communication networks
- IT standards
- Financial and risk management practices
- Measurement and quality control

For each of these areas, the assessment shall evaluate:

- Overall health of the areas according to objective and subjective benchmarks
- Adequacy to service current and future organization
- Relative position to industry best practices
- Overall cost effectiveness

In considering all the areas identified above, the assessment shall provide:

- Opportunities for cost-effective service improvements
- Opportunities for cost savings
- Recommendations and action plan for improvement. Recommendations and action plans for improvement shall be consistent with industry best practices.

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

| ID #  | Requirements  | Associated Deliverable ID # from Section 2.7 below as applicable |
|-------|---|--|
| 2.4.1 | <p>The TO Contractor shall assess the current information technology organization including, at a minimum but not limited to, each of the following activities:</p> <ul style="list-style-type: none"> <li>• Examine and document current MDTA DoIT processes and practices</li> <li>• Examine and document current MDTA DoIT workload and staffing</li> <li>• Examine and document current MDTA DoIT operating functions and subject areas being managed in house or by external entities</li> <li>• Examine and document current MDTA DoIT functions performed by various other MDTA business units</li> <li>• Examine and document current MDTA DoIT business practices in detail such as planning, project management, configuration management, service management and contract management processes.</li> <li>• Recommend additional processes or improvements for MDTA DoIT business practices and appropriate measurements and metrics to monitor progress.</li> <li>• Identify and document the manager of each major function identified and the individuals responsible for supporting these functions (MDTA DoIT or Business Area)</li> <li>• Perform and document an MDTA DoIT organization, staffing and functions gap analysis based on industry best practices</li> <li>• Benchmark and document the MDTA DoIT organization against other toll authorities, MDOT agencies and other Maryland State Agencies.</li> <li>• Identify and document future MDTA DoIT workload and staffing through FY 2019</li> <li>• Identify and document opportunities to reduce operational cost and increase efficiencies</li> </ul> | 2.7.4  |

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|       | <ul style="list-style-type: none"> <li>• Discuss and document potential changes to the organizational structure and business practices that will enhance the use of Intelligent Transportation Systems (ITS) by MDTA, and provide justification for the recommendations and document expected benefits for adoption of the recommendations.</li> </ul> <p><b>The TO Contractor shall produce an Information Technology Organizational Assessment document</b> that includes the results of the items assessed and provide:</p> <ul style="list-style-type: none"> <li>• Executive Summary – Summary of the entire assessment and strategic recommendations for executive leadership and MDTA Authority members.</li> <li>• IT Assessment – includes the full assessment covering the overall health, cost effectiveness, adequacy, and relative position of each area to best practices</li> <li>• Strategic Recommendations: Describes the opportunities for service improvements and cost savings and prescribes specific recommendations, along with an action plan for implementing the recommendations over a given period of time with specific resources.</li> <li>• Progress Benchmark Plan – that includes Progress Benchmarks (predetermined milestones to be used as check-in points to monitor progress against the recommendations) and Progress Indicators (simple measurements that signal if on target to reach predetermined benchmarks); assumptions made in setting each benchmark; description of the mechanics of gathering the progress metrics, including whom should be consulted; what projects or other indicators should be selected as representative samples; how frequently checks against the metrics should be conducted; and how benchmarks are in alignment with best practices in the transportation industry.</li> </ul> |       |
| 2.4.2 | <p><b>The TO Contractor shall develop an Information Technology Strategic Plan for FY 2015-2019 with work plans and phases</b> and produce written documentation (Drafts and Final version) that includes, at a minimum but is not limited to, each of the following activities:</p> <ul style="list-style-type: none"> <li>• Review and analyze the current IT Strategic Plan (FY2010-FY2015) for relevance, accomplishments and incorporate the analysis into a new strategic plan for FY 2015-2019.</li> <li>• Develop and document phases for implementation of the proposed FY 2015-2019 strategic plan and work plans</li> <li>• Provide high level cost estimate for implementation of the proposed FY2015-2019 strategic plan by work plan</li> <li>• Inventory and document the current MDTA DoIT information technology in place (hardware and software) as a baseline.</li> <li>• Project and document future MDTA DoIT information technology needs and trends through FY 2019.</li> <li>• Document current MDTA DoIT information technology business practices in detail such as planning, project management, configuration management, service management and contract management processes utilized in MDTA DoIT.</li> <li>• Identify and document opportunities to reduce operational costs and</li> </ul>  | 2.7.5 |

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|       | <p>increase efficiencies.</p> <ul style="list-style-type: none"> <li>Project and document recommended additional processes or improvements and appropriate measurements and metrics to monitor progress; and provide justification for the recommendations and document expected benefits for adoption of the recommendations.</li> </ul> <p>The TO Contractor shall produce an <b>Information Technology Strategic Plan for FY 2015-2019</b> document that includes:</p> <ul style="list-style-type: none"> <li>Executive Summary – Summary of the entire assessment and strategic recommendations for executive leadership and MDTA Authority members.</li> <li>IT Assessment – includes the full assessment covering the overall health, cost effectiveness, adequacy, and relative position of each area to best practices</li> <li>Strategic Recommendations: Describes the opportunities for service improvements and cost savings and prescribes specific recommendations, along with an action plan for implementing the recommendations over a given period of time with specific resources.</li> <li>Progress Benchmark Plan – that includes Progress Benchmarks (predetermined milestones to be used as check-in points to monitor progress against the recommendations) and Progress Indicators (simple measurements that signal if on target to reach predetermined benchmarks); assumptions made in setting each benchmark; description of the mechanics of gathering the progress metrics, including whom should be consulted; what projects or other indicators should be selected as representative samples; how frequently checks against the metrics should be conducted; and how benchmarks are in alignment with best practices in the transportation industry.</li> </ul> |       |
| 2.4.3 | <p><b>The TO Contractor shall develop an Information Technology Future Infrastructure and Investment Plan to guide future MDTA technology investments</b> and produce written documents (Drafts and Final version) that include at a minimum but are not limited to, each of the following:</p> <ul style="list-style-type: none"> <li>Document the management processes required for implementation and maintenance of the Technology Plan (frequency of reviews, stakeholders; relationship to budget process; replacement/refresh cycles)</li> <li>Document Enterprise Architecture based on industry standards</li> </ul> <p><b>The Information Technology Future Infrastructure and Investment Plan</b> should include:</p> <ul style="list-style-type: none"> <li>Executive Summary – Summary of the entire assessment and strategic recommendations for executive leadership and MDTA Authority members.</li> <li>IT Assessment – includes the full assessment covering the overall health, cost effectiveness, adequacy, and relative position of each area to best practices</li> <li>Strategic Recommendations: Describes the opportunities for service improvements and cost savings and prescribes specific recommendations, along with an action plan for implementing the recommendations over a given period of time with specific resources.</li> <li>Progress Benchmark Plan – that includes Progress Benchmarks (predetermined milestones to be used as check-in points to monitor progress against the recommendations) and Progress Indicators (simple</li> </ul>   | 2.7.6 |

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|       | measurements that signal if on target to reach predetermined benchmarks); assumptions made in setting each benchmark; description of the mechanics of gathering the progress metrics, including whom should be consulted; what projects or other indicators should be selected as representative samples; how frequently checks against the metrics should be conducted; and how benchmarks are in alignment with best practices in the transportation industry. |       |
| 2.4.4 | <b>The TO Contractor shall develop and deliver Results and Recommendations Workshop(s)</b> with MDTA DoIT Management and IT Council.   | 2.7.7 |
| 2.4.5 | <b>The TO Contractor shall develop and deliver an individual MS Power Point document and oral presentations/workshops</b> (Drafts and Final version) of the findings and recommendations of all three document to MDTA DoIT management and MDTA executive staff.   | 2.7.8 |
| 2.4.6 | An <b>overall project schedule</b> outlining planned and actual deliverable dates for major milestones, drafts and final documents described in 2.4.1; 2.4.2; 2.4.3; and 2.4.4.  | 2.7.9 |
| 2.4.7 | An <b>individual detailed project schedule for each of the three main documents</b> (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019; Information Technology Future Infrastructure and Investment Plan) including a detailed Work Breakdown Structure (WBS) for each task (Contractor and MDTA)   |       |

## 2.5 HARDWARE, SOFTWARE, AND MATERIALS

There are no Hardware, Software or Materials requirements for this TORFP.

## 2.6 DELIVERABLE SUBMISSION PROCESS

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

Drafts of all final deliverables are required at least three 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, 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.
- E. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). 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. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.15 Invoicing).

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 the project.

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## 2.7 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

| ID #  | Deliverable Description   | Acceptance Criteria  | Due Date / Frequency   |
|-------|---|--|--|
| 2.7.1 | Weekly Status Reports   | <p>A MS Word document that shall document:</p> <ul style="list-style-type: none"> <li>• Activities completed</li> <li>• Activities in progress</li> <li>• Next week planned activities</li> <li>• Activities on hold/ and why</li> <li>• Action items and owners</li> <li>• Challenges</li> <li>• Risk items and mitigation plans</li> </ul>   | Weekly by the close of business on Monday following the subject week.  |
| 2.7.2 | A written Project Work Plan for each of the three main documents (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019 and Work Plans; Information Technology Future Infrastructure and Investment Plan)  | <p>A MS Word document that shall include:</p> <ul style="list-style-type: none"> <li>• Evaluation's objectives</li> <li>• The evaluation questions</li> <li>• The plan for collecting and reporting the evaluation results</li> <li>• Milestone schedule</li> <li>• Risks and assumptions</li> <li>• Identified State resources needed to produce deliverables</li> <li>• Other things that a project work plan might need.</li> </ul> | Two weeks prior to commencing work on any of the three main documents.   |
| 2.7.3 | A separate project schedule for each of the three document deliverables (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019 and Work Plans; and Information Technology Future Infrastructure and Investment Plan) with planned and actual deliverable dates for major milestones, document drafts and final documents described in Sections 2.4.1; 2.4.2; 2.4.3; and 2.4.4. | <p>A MS Project, or MS Excel document that contains:</p> <ul style="list-style-type: none"> <li>• Identification of major milestones</li> <li>• Dependencies</li> <li>• State resource tasks</li> <li>• Planned completion dates for each milestone</li> <li>• Actual completion dates for each milestone</li> <li>• Dates for delivery of draft documents</li> <li>• Dates for delivery of final documents</li> </ul>                 | Receipt/updates by close of business on the third business day of every month from the start of the work until final acceptance of all deliverables. |
| 2.7.4 | Drafts and Final Information Technology Organizational Assessment document described in Section 2.4.1   | Meets requirements of Section 2.4.1  | Drafts and final due dates are to be proposed by the TO Contractor in their bid and maintained in a project  |

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|       |  |  | schedule in 2.7.3. Expected completion is within 12 months from NTP, or a proposed final due date from TO Contractor that MDTA accepts.  |
| 2.7.5 | Drafts and Final Information Technology Strategic Plan for FY 2015-2019 and Work Plans with work plans and phases described in Section 2.4.2 | Meets requirements of Section 2.4.2  | Drafts and final due dates are to be proposed by the TO Contractor in their bid and maintained in a project schedule in 2.7.3. Expected completion is within 12 months from NTP, or an alternate proposed final due date from TO Contractor that MDTA accepts. |
| 2.7.6 | Drafts and Final Information Technology Future Infrastructure and Investment Plan described in Section 2.4.3                                 | Meets requirements of Section 2.4.3  | Drafts and final due dates are to be proposed by the TO Contractor in their bid and maintained in a project schedule in 2.7.3. Expected completion is within 12 months from NTP, or an alternate proposed final due date from TO Contractor that MDTA accepts. |
| 2.7.7 | Results and Recommendations Workshop with DoIT Management and MDTA IT Council.   | The TO contractor shall conduct an in-person workshop with DoIT Management and MDTA IT Council to discuss the results and recommendations. It should provide DoIT Management and the MDTA IT Council with a strong understanding of the current effectiveness of the IT function within the MDTA, where it needs to be in the future, and the most cost-effective and timely path for reaching the future point. The MDTA IT Council is comprised of eight members, who are also members of the MDTA Management Committee. Also, additional key MDTA Senior Staff members may participate. | Expected Workshop is to be held within 12 months from NTP, or a proposed final due date from TO Contractor that MDTA accepts.  |

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| 2.7.8 | Oral presentations and MS Power Point documents (Drafts and Final version) of the findings and recommendations for each of the three document deliverables (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019 and Work Plans; and Information Technology Future Infrastructure and Investment Plan to MDTA DoIT management and MDTA executive staff and Board members. | <p>A MS Power Point presentation document for each of the three document deliverables that contains, for each of the three document deliverables:</p> <ul style="list-style-type: none"> <li>• Key findings</li> <li>• Key recommendations</li> <li>• Key challenges</li> <li>• Key benefits</li> <li>• Estimated Cost and estimated duration of recommended actions</li> </ul> <p>A formal oral presentation and discussion of findings for each of the three document deliverables for MDTA executive staff.<br/>Resolution of after action items and updates to the Power Point presentation documents after each presentation.</p> | Expected completion is within 12 months from NTP or a proposed final due date from TO Contractor that MDTA accepts. Drafts will be presented to MDTA DoIT and Chief Administrative Officer; finals may be presented to Management Committee, Authority Board Members, and two committees. Total number of presentations may be up to 20. |
| 2.7.9 | An <b>overall project schedule</b> outlining planned and actual deliverable dates for major milestones, drafts and final documents described in 2.4.1; 2.4.2; 2.4.3; and 2.4.4.   | <p>A MS Project, or MS Excel document that contains:</p> <ul style="list-style-type: none"> <li>• Identification of major milestones</li> <li>• Dependencies</li> <li>• State resource tasks</li> <li>• Planned completion dates for each major milestone</li> <li>• Actual completion dates for each milestone</li> <li>• Dates for delivery of draft documents</li> <li>• Dates for delivery of final documents</li> </ul>   | Receipt/updates by close of business on the third business day of every month from the start of the work until final acceptance of all deliverables.   |

## 2.8 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.

**2.9 SUBSTITUTION OF PERSONNEL**

- A. In conjunction with Section 2.9.6 of the CATS+ Master Contract, the policy of the Department of Information Technology stated below is provided for your information regarding substitution of personnel.
- B. Post Award – Sections labeled “Substitution of Personnel” applies to substitutions after the TO Agreement has been awarded. Once awarded, the Master Contractor/s are required to replace resources named in the TO Proposal, if necessary.
- C. Pre-Award – Substitutions 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.

**2.10 OFFEROR COMPANY MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory for the Master Contractor.

|        |   |
|--------|---|
| 2.10.1 | Five (5) years demonstrable experience performing evaluations of IT Organizations similar in size to MDTA (70-100 IT staff). Offeror must provide: <ul style="list-style-type: none"> <li>• Name of the IT Organizations</li> <li>• Size of Organization</li> <li>• Duration of the evaluation contract (YYYY-MM to YYYY-MM)</li> <li>• One paragraph summary of challenges and recommended solution</li> </ul> |
| 2.10.2 | Experience in SWOT (Strengths, Weaknesses, Opportunities, Threats analysis; PEST (Political, Economic, Social and Technological) analysis; or similar industry standard strategic analysis techniques.  |

**2.11 OFFEROR COMPANY PREFERRED EXPERIENCE**

The vendor shall propose **a maximum of four** named resources to support this TORFP. Any additional resources required to complete the scope of work shall be identified in and brought on board via the work order process described in section 2.18.

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| 2.11.1 | Two (2) examples (no more than one paragraph each) of completed projects performing Information Technology Organizational Assessments.               |
| 2.11.2 | Two (2) examples (no more than one paragraph each) of completed projects producing Information Technology Strategic Plans                            |
| 2.11.3 | Two (2) examples (no more than one paragraph each) of completed projects producing Information Technology Future Infrastructure and Investment Plans |

**2.12 OFFEROR PERSONNEL MINIMUM REQUIREMENTS**

The vendor shall propose a maximum of four named resources to support this TORFP. Any additional resources required to complete the scope of work shall be identified in and brought on board via an existing Work Order process see attachment 18.

**Project Leader**

The following minimum requirements are mandatory for the proposed Project Leader.

- 2.12.1 Possess at least a Bachelor’s degree in Information Technology or a related field.
- 2.12.2 Eight (8) years of Information Technology program/project management experience
- 2.12.3 A current Project Management Institute Project Management Professional (PMP) certification

**Assessment Team**

The following minimum requirements are mandatory for each member of the Assessment Team.

|        |  |
|--------|--|
| 2.12.4 | Possess at least a Bachelor’s degree in Information Technology or a related field. |
|--------|--|

**2.13 OFFEROR PERSONNAL PREFERRED EXPERIENCE**

**Project Leader**

|        |  |
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| 2.13.1 | A current Program Management Professional certification (PgMP) |
| 2.13.2 | Certified in the Governance of Enterprise IT (CGEIT) by ISACA  |

**Assessment Team**

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| 2.13.3 | At least one member of the Assessment Team shall hold certifications in enterprise architecture (such as The Open Group Architecture Framework (TOGAF), Certified Enterprise Architect (CEA), etc.)   |
| 2.13.4 | At least one member of the Assessment Team shall hold an active certification in information security (such as Certified Information Systems Security Professional (CISSP).   |
| 2.13.5 | At least one member of the Assessment Team shall demonstrate experience with Control Objectives for Information and related Technology (CobiT); Information Technology Infrastructure Library (ITIL), and other similar frameworks                        |
| 2.13.6 | Individuals shall have five (5) years individually of experience in <ul style="list-style-type: none"> <li>• Structured research and evaluation of emerging technologies</li> <li>• Cost-benefit / return-on-investment analysis of technology</li> </ul> |

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|        | <ul style="list-style-type: none"> <li>• Development of detailed short-term and long-term plans for research, development, and implementation.</li> <li>• Establishing strategies for linking proposed investments in IT to corporate business plans</li> <li>• Evaluation techniques such as evaluation design, data collection and analysis and report writing.</li> </ul> |
| 2.13.7 | Individuals shall demonstrate at least five (5) years excellent verbal and written communication, coordination and organizational skills.  |
| 2.13.8 | Individuals shall be familiar with the SDLC methodology established by Maryland State DoIT for major Information System efforts.   |

**2.14 INVOICING**

Payment will be made upon completion and acceptance of the main deliverables described below:

- (A) Drafts and Final Assessment document of the current information technology organization described in Section 2.4.1
- (B) Drafts and Final information technology strategic plan for FY 2015-2019 with work plans and phases described in Section 2.4.2
- (C) Drafts and Final technology plan to guide future MDTA technology investments described in Section 2.4.3
- (D) Presentations (Drafts and Final version) of the findings and recommendations of all three major documents (A, B and C, above) to MDTA DoIT management and MDTA executive staff.

The TO Manager may, at the TO Manager’s discretion, authorize a progress payment schedule. The Vendor may only submit invoices for progress payments upon written authorization by the TO Manager.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices for deliverables will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

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

**2.15 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A. The invoice shall identify the MDTA as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, deliverable produced covered by the invoice, and a TO Contractor point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice and supporting documentation

(itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the MDTA at the following email addresses:

[dparish@mdta.state.md.us](mailto:dparish@mdta.state.md.us)

[jayd@mdta.state.md.us](mailto:jayd@mdta.state.md.us)

- 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.

## **2.16 PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDTA from recognized Law Enforcement Agencies, including the FBI (see attachment 6). TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense to the TO Contractor. MDTA reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDTA determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDTA reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the resulting Contract.
- TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

NOTE: The Awarded TO Contractor shall submit a notarized Criminal Background Check Affidavit (Attachment 6) prior to the commencement of work; attesting that a Criminal Justice Information System (CJIS) background has been conducted on all resources selected to work on this TORFP.

## **2.17 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. Subcontractor reporting shall be sent directly from the subcontractor to MDTA, who will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

## **2.18 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.
- B) The TO Manager shall e-mail a Work Order request (See Attachment 18) 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 18.
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed.
  - 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.

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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 completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

### **3.2 FORMAT**

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

### **3.3 TO TECHNICAL PROPOSAL**

#### **A. Proposed Services**

1. **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities, experience, qualifications, and the proposed methodology and solution for achieving the objectives of the TORFP. Explain the areas to be addressed by the assessment and the methods to be used.
2. **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated time frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel. Address each requirement in the order presented in this TORFP. All requirements are to be addressed in the order presented in this TORFP with cross references to the requirement number.
3. **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a breakdown of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks.  
**Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State as appropriate.
4. **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

5. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
6. Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B. Proposed Personnel and TORFP Staffing Plan

A proposal naming **more than four specific resources** shall be considered non-responsive.

1. Provide a resume for up to four named resources that will support the solution proposed by the Master Contractor. The resume should 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:
    - i. Name
    - ii. Company / Organization
    - iii. Job Title
    - iv. Start and end dates
    - v. Location (Optional)
    - vi. Work Description
  - b. Any other experience
  - c. Education / training starting with the latest degree / certification
2. Provide a completed Attachment 5 - Personnel Resume Summary for each proposed named resource certifying that the proposed personnel meets the minimum required qualifications and possesses the required certifications in Section 2.12. 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 personnel must collectively meet minimum required qualifications for the TO Proposal 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 names and resumes as identified in 3.3.B.1. 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
  - e. Include the names of the proposed personnel assigned to supervise the main document deliverables (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019 and Work Plans; and Information Technology Future Infrastructure and Investment Plan).

C. MBE Participation

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

#### D. Subcontractors

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

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

1. Provide up to three examples of projects or contracts the Master Contractor and/or subcontractor have 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, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates for each example project or contract (Include as: MM/YYYY–MM/YYYY)
  - e. 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, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates for each example project or contract (Include as: MM/YYYY–MM/YYYY).
  - e. If the Master Contractor is no longer providing the services, explain why not.
  - f. Dollar value of the contract.
  - g. Whether the contract was terminated before the original expiration date.
  - h. Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E.1 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

#### F. Compliance with Offeror's Company and Personnel Minimum Qualifications

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

Offerors will complete the following table to demonstrate compliance with the Offeror's Company Minimum Requirements in Section 2.10.

| <b>Reference</b> | <b>Offeror Company Minimum Requirement</b>  | <b>Evidence of Compliance</b>                  |
|------------------|---|--|
| 2.10.1           | Five (5) years demonstrable experience performing evaluations of IT Organizations similar in size to MDTA (70-100 IT staff).<br>Offeror must provide: <ul style="list-style-type: none"> <li>• Name of the IT Organizations</li> <li>• Size of Organization</li> <li>• Duration of the evaluation contract (YYYY-MM to YYYY-MM)</li> </ul> One paragraph summary of challenges and recommended solution | Offeror documents evidence of compliance here. |
| 2.10.2           | Experience in SWOT (Strengths, Weaknesses, Opportunities, Threats analysis; PEST (Political, Economic, Social and Technological) analysis; or similar industry standard strategic analysis techniques.  | Offeror documents evidence of compliance here. |

| <b>Reference</b> | <b>Offeror Personnel Minimum Requirement</b>   | <b>Evidence of Compliance</b>                  |
|------------------|--|--|
| 2.12.1           | Project Leader: Possess at least a Bachelor's degree in Information Technology or a related field.         | Offeror documents evidence of compliance here. |
| 2.12.2           | Project Leader: Eight (8) years of Information Technology program/project management experience            | Offeror documents evidence of compliance here. |
| 2.12.3           | Project Leader: A current Project Management Institute Project Management Professional (PMP) certification | Offeror documents evidence of compliance here. |
| 2.12.4           | Assessment Team: Possess at least a Bachelor's degree in Information Technology or a related field.        | Offeror documents evidence of compliance here. |

**G. Proposed Facility**

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

**H. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

## I. Confidentiality

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

### **3.4 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 - Completed Price Proposal Form with all proposed pricing as a firm fixed price.
- C. Proposed rates are not to exceed the rates defined in the Master Contract. Pricing shall be valid for 120 days.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

## **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 MDTA will consider all information submitted in accordance with Section 3.

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

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

- The Master Contractor's past experience performing work similar to this Task Order
- Proposed personnel experience response to Section 3.3.B.1 and 3.3.B.2
- The Staffing Plan describing the Master Contractor's and subcontractor's ability to meet the staffing needs for this Task Order as described in 3.3.B.4
- The quality of the Master Contractor proposal responses to Sections 3.3 A
- The references provided in Section 3.3.E.
- The TO Contractor's understanding of the work to be accomplished.

### **4.3 SELECTION PROCEDURES**

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications in Section 2.10 and 2.12 and quality of responses the TORFP. TO Proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified, and the proposals eliminated from further consideration.

- A. A TO Proposal deemed technically qualified will have its financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B. The State will conduct oral presentations for all master contractors in each TO Proposal that meets minimum qualifications.
- C. Qualified TO Financial Proposal 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 has greater weight than price.

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

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

# ATTACHMENT 1 –PRICE PROPOSAL

## ATTACHMENT 1 PRICE PROPOSAL FORM Price Proposal (Fixed Price) for CATS+ TORFP #J01B4400006

| Identification   | Deliverable   | Proposed Price |
|--|---|----------------|
| 2.7.2  | A written Project Work Plan for each of the three main documents (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019 and Work Plans; Information Technology Future Infrastructure and Investment Plan   | \$             |
| 2.7.3  | An individual project schedule for each of the three main documents with planned and actual deliverable dates for major milestones, document drafts and final documents described in 2.4.1; 2.4.2; 2.4.3; 2.4.4; 2.4.7  | \$             |
| 2.7.4  | Drafts and Final Information Technology Organizational Assessment document of the current information technology organization described in section 2.4.1  | \$             |
| 2.7.5  | Drafts and Final Information Technology Strategic Plan for FY 2015-2019 and work plans with phases described in section 2.4.2   | \$             |
| 2.7.6  | Drafts and Final Information Technology Future Infrastructure and Investment Plan to guide future MDTA technology investments described in section 2.4.3  | \$             |
| 2.7.7  | Results and Recommendations Work Shop(s) (Drafts and Final version) with MDTA DoIT management and MDTA IT Council as described in section 2.4.4   | \$             |
| 2.7.8  | Oral presentations and MS Power Point documents (Drafts and Final version of the findings and recommendations for each of the three document deliverables (Information Technology Organizational Assessment; Information Technology Strategic Plan for FY 2015-2019 and Work Plans; and Information Technology Future Infrastructure and Investment Plan to MDTA DoIT management and MDTA executive staff and Board members as described in section 2.4.5 | \$             |
| 2.7.9  | An overall project schedule outlining planned and actual deliverable dates for major milestones, drafts and final documents as described in section 2.4.6   | \$             |
| <b>Total Proposed Fixed Price – NTP through 5 years from NTP</b> |   | <b>\$</b>      |

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

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

\_\_\_\_\_  
Title

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

All rates shall be valid for 120 days. Do not alter this form

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

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

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

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

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

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

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

**OR**

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

**2. Additional MBE Documentation**

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

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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



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

**3. Information Provided to MBE firms**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

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

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

PAGE 1 OF 3

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

**FORM INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS FORM**

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

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

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

PAGE 2 OF 3

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

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

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**  
**PAGE 3 OF 3**

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

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

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

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

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

**PART 2 – MBE PARTICIPATION SCHEDULE**

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

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

| Prime Contractor | Project Description | Solicitation Number |
|------------------|---------------------|---------------------|
|                  |                     |                     |

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

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

Please check if Continuation Sheets are attached.  
 CATS+ TORFP for MDTA IT Strategic Plan & Organizational Assessment

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

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

| Prime Contractor | Project Description | Solicitation Number |
|------------------|---------------------|---------------------|
|                  |                     |                     |

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

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

Please check if Continuation Sheets are attached.

**ATTACHMENT 2 - MDOT MBE FORM D-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.**

# 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/offeree 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/offeree 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/offeree 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/offeree has made. The efforts employed by the bidder/offeree should be those that one could reasonably expect a bidder/offeree to take if the bidder/offeree 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/offeree'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/offeree 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/offeree 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/offeree 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/offeree 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/offeree 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/offeree's Good Faith Efforts when the bidder/offeree 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  
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?<br>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.



## ATTACHMENT 2 - 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><br><hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b><br><br><input type="checkbox"/> African American-Owned<br><input type="checkbox"/> Hispanic American-Owned<br><input type="checkbox"/> Asian American-Owned<br><input type="checkbox"/> Women-Owned<br><input type="checkbox"/> Other MBE Classification<br><hr/> |                                 | <b>Date:</b><br><br><input type="checkbox"/> Mail<br><input type="checkbox"/> Facsimile<br><input type="checkbox"/> Email | <b>Date:</b><br><br><input type="checkbox"/> Phone<br><input type="checkbox"/> Mail<br><input type="checkbox"/> Facsimile<br><input type="checkbox"/> Email | <b>Time of Call:</b><br><br><b>Spoke With:</b><br><br><input type="checkbox"/> Left Message | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Used Other MBE/DBE<br><input type="checkbox"/> Used Non-MBE/DBE<br><br><input type="checkbox"/> Self-performing |
| <b>Firm Name:</b><br><hr/> <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b><br><br><input type="checkbox"/> African American-Owned<br><input type="checkbox"/> Hispanic American-Owned<br><input type="checkbox"/> Asian American-Owned<br><input type="checkbox"/> Women-Owned<br><input type="checkbox"/> Other MBE Classification<br><hr/> |                                 | <b>Date:</b><br><br><input type="checkbox"/> Mail<br><input type="checkbox"/> Facsimile<br><input type="checkbox"/> Email | <b>Date:</b><br><br><input type="checkbox"/> Phone<br><input type="checkbox"/> Mail<br><input type="checkbox"/> Facsimile<br><input type="checkbox"/> Email | <b>Time of Call:</b><br><br><b>Spoke With:</b><br><br><input type="checkbox"/> Left Message | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Used Other MBE/DBE<br><input type="checkbox"/> Used Non-MBE/DBE<br><br><input type="checkbox"/> Self-performing |

Please check if Additional Sheets are attached.

## ATTACHMENT 2 - 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<br><br><input type="checkbox"/> Using Non-MBE/DBE | \$ _____                    | _____<br><input type="checkbox"/> MBE/DBE<br><input type="checkbox"/> Non-MBE/DBE  | \$ _____      | <input type="checkbox"/> Price<br><input type="checkbox"/> Capabilities<br><input type="checkbox"/> Other |
|   | <input type="checkbox"/> Self-performing<br><br><input type="checkbox"/> Using Non-MBE/DBE | \$ _____                    | _____<br><input type="checkbox"/> MBE/DBE<br><input type="checkbox"/> Non- MBE/DBE | \$ _____      | <input type="checkbox"/> Price<br><input type="checkbox"/> Capabilities<br><input type="checkbox"/> Other |
|   | <input type="checkbox"/> Self-performing<br><br><input type="checkbox"/> Using Non-MBE/DBE | \$ _____                    | _____<br><input type="checkbox"/> MBE/DBE<br><input type="checkbox"/> Non- MBE/DBE | \$ _____      | <input type="checkbox"/> Price<br><input type="checkbox"/> Capabilities<br><input type="checkbox"/> Other |
|   | <input type="checkbox"/> Self-performing<br><br><input type="checkbox"/> Using Non-MBE/DBE | \$ _____                    | _____<br><input type="checkbox"/> MBE/DBE<br><input type="checkbox"/> Non- MBE/DBE | \$ _____      | <input type="checkbox"/> Price<br><input type="checkbox"/> Capabilities<br><input type="checkbox"/> Other |
|   | <input type="checkbox"/> Self-performing<br><br><input type="checkbox"/> Using Non-MBE/DBE | \$ _____                    | _____<br><input type="checkbox"/> MBE/DBE<br><input type="checkbox"/> Non- MBE/DBE | \$ _____      | <input type="checkbox"/> Price<br><input type="checkbox"/> Capabilities<br><input type="checkbox"/> Other |
|   | <input type="checkbox"/> Self-performing<br><br><input type="checkbox"/> Using Non-MBE/DBE | \$ _____                    | _____<br><input type="checkbox"/> MBE/DBE<br><input type="checkbox"/> Non- MBE/DBE | \$ _____      | <input type="checkbox"/> Price<br><input type="checkbox"/> Capabilities<br><input type="checkbox"/> Other |

Please check if Additional Sheets are attached.

# ATTACHMENT 3 – TASK ORDER AGREEMENT

## CATS+ TORFP #J01B4400006 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2014 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Transportation Authority (MDTA).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the MDTA as identified in the CATS+ TORFP #J01B4400006.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J01B4400006, dated December 11, 2013, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated **MONTH DAY, YEAR**.
  - d. “TO Procurement Officer” means Trisha O’Neal. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between MDTA and **TO Contractor**.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and the TO Financial Proposal.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement
    - b. Exhibit A – CATS+ TORFP
    - c. Exhibit B – TO Technical Proposal

d. Exhibit C – TO Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 5 years, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, MDOT, Maryland Transportation Authority

\_\_\_\_\_  
By: Thomas P. Hickey, TO Procurement Officer

\_\_\_\_\_  
Date

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

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

### INSTRUCTIONS:

1. For each person proposed under this TORFP, complete one Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of proposal submission.

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. Dates shall be entered in MM/YYYY format.

2. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
3. Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

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

|   |   |
|---|---|
| Proposed Individual’s Name/Company:   | How does the proposed individual meet each requirement? |
| <b>LABOR CATEGORY TITLE</b>   |   |
| <p>Education:<br/>Insert the education description from</p> <p>a. Sections 2.12 Offeror Personnel Minimum Requirements;</p> <p>b. 2.13 Offeror Personnel Preferred Experience in this TORFP</p> <p>Provide dates in the form of : MM/YYYY– MM/YYYY).</p>          |   |
| <p>Experience:<br/>Insert the experience description from:</p> <p>a. Section 2.12 Offeror Personnel Minimum Requirements;</p> <p>b. Section 2.13 Offeror Personnel Preferred Experience in this TORFP.</p> <p>Provide dates in the form of MM/YYYY to MM/YYYY</p> |   |
| <p>Duties:<br/>Insert the duties description from Section 2.4 Requirements in this TORFP.</p>   |   |

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

**Contractor’s Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



# ATTACHMENT 6 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.
  
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order J01B4400006 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. The Master Contract further affirms it will provide the successful Federal background check as soon as possible, but within One Hundred and Twenty (120) Calendar Days for each of the candidates. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS AFFIDAVIT MUST BE SUBMITTED PRIOR TO COMMENCEMENT OF WORK ON THIS PROJECT**

## ATTACHMENT 7 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement # J01B4400006

Dear TO Contractor Contact:

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

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

Sincerely,

TO Manager

Task Order Manager

Enclosures (2)

cc: Trisha O'Neal

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology



# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Transportation Authority (MDTA)

TORFP Title: IT Strategic Plan & Organizational Assessment

TO Manager: Dorothea Summerville, 410-537-1075

**To:**

The following deliverable, as required by TO Agreement # J01B4400006, has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

**Is accepted as delivered.**

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP # J01B4400006 for TORFP IT Strategic Plan and Organizational Assessment. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

FFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

# ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland 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 IT Strategic Plan and Organizational Assessment TORFP No. J01B4400006 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services+ procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

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

**MDOT, Maryland Transportation Authority:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN THE TORFP

**EXHIBIT A**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |



# ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

# ATTACHMENT 13 – SMALL BUSINESS CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, \_\_\_\_\_ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract \_\_\_\_\_ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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

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

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

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

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

## NOTICE TO BIDDERS

### SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

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

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

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

# ATTACHMENT 14 – 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 15 -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 16 - MARYLAND TRANSPORTATION AUTHORITY SITES

**Baltimore Harbor Tunnel**  
1200 Frankfurst Avenue  
Baltimore, Maryland 21226

**William Preston Lane, Jr. Memorial Bridge - Police**  
881 Oceanic Drive  
Annapolis, Maryland 21401

**Fort McHenry Tunnel**  
3990 Leland Avenue - Administration  
Baltimore, Maryland 21224

**Francis Scott Key Bridge**  
300-305 Authority Drive  
Baltimore, Maryland 21224

**Harry W. Nice Memorial Bridge**  
U.S. Route 301 South  
Newburg, Maryland 20664

**ICC Data Center**  
Eastern Operations Facility  
13201 Virginia Manor Rd.  
Laurel, MD 20707

**John F. Kennedy Memorial Highway**  
15 Turnpike Drive  
Perryville, Maryland 21903-2219

**MDTA Headquarters Point Breeze**  
2310 Broening Highway  
Baltimore, MD 21224

**Police Headquarters**  
4330 Broening Highway  
Baltimore, Maryland 21222-2258

**Police - Airport Division**  
Baltimore/Washington International  
Airport, Maryland 21240-0717

**Police - Commercial Vehicle Safety Unit I-95**  
21 Turnpike Drive  
Perryville, Maryland 21903

**Police - Port Division**  
4330 Broening Highway  
Baltimore, Maryland 21222

**Thomas J. Hatem Memorial Bridge**  
6000 Pulaski Highway  
Perryville, Maryland 21903

**William Preston Lane, Jr. Memorial Bridge**  
850 Revell Highway  
Annapolis, Maryland 21401

# **ATTACHMENT 17 - PRE-PROPOSAL CONFERENCE DIRECTIONS TO MDOT HEADQUARTERS**

## **From the South**

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

## **From the North**

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

## **Marc Train Service**

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

## **Light Rail Service**

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

## **Parking:**

Visitor Parking (no permit required) is available directly across the street from the MDOT Headquarters Building.



## ATTACHMENT 18 – 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. |                             |  |                     |                   |
| <u>Purpose</u>  |                             |  |                     |                   |
| <u>Statement of Work</u>  |                             |  |                     |                   |
| <u>Requirements:</u>  |                             |  |                     |                   |
| <u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>   |                             |  |                     |                   |
| <b>Deliverables are subject to review and approval by AGENCY prior to payment.</b><br><i>(Attach additional sheets if necessary)</i>  |                             |  |                     |                   |
| <u>Start Date</u>   |                             | <u>End Date</u>                                      |                     |                   |
| <b>Cost</b>   |                             |  |                     |                   |
| Description for Task / Deliverables   | Quantity<br>(if applicable) | Labor Hours<br>(Hrs.)                                | Labor Rate          | Estimate<br>Total |
| 1.  |                             |  | \$                  | \$                |
| 2.  |                             |  | \$                  | \$                |
| *Include WBS, schedule and response to requirements.  |                             | AGENCY shall pay an amount not to exceed             |                     | \$                |
| <b>TO Contractor</b>  |                             | <b>AGENCY Approval</b>                               |                     |                   |
| _____<br><i>(Signature)</i> TO Contractor Authorized Representative (Date)  |                             | _____<br><i>(Signature)</i> AGENCY TO Manager (Date) |                     |                   |
| <b>POC</b>  | <i>Name</i>                 | <b>TO Manager</b>                                    | <i>(Print Name)</i> |                   |
| <b>Telephone No.</b>  |                             | <b>Telephone No.</b>                                 |                     |                   |
| <b>Email:</b>   |                             | <b>Email:</b>  |                     |                   |