

**CONSULTING AND TECHNICAL SERVICES+ (CATS+)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**



**MARYLAND DEPARTMENT OF TRANSPORTATION
ON BEHALF OF
STATE HIGHWAY ADMINISTRATION (SHA)**

**SOLICITATION NUMBER
J02B0600061**

SHA DATABASE PORTFOLIO BUSINESS SERVICES

ISSUE DATE: MARCH 2, 2020

**MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION (SHA)
KEY INFORMATION SUMMARY SHEET**

Solicitation Title:	SHA DATABASE PORTFOLIO BUSINESS SERVICES
Solicitation Number (TORFP#):	J02B0600061
Functional Area:	Functional Area #1 - Enterprise Service Provider (ESP)
TORFP Issue Date:	March 2, 2020
TORFP Issuing Office:	Maryland Department of Transportation for the State Highway Administration (MDOT SHA or the "Department")
Agency Location:	MDOT SHA Headquarters 707 N. Calvert St. Baltimore, MD 21201
TO Procurement Officer: e-mail: Office Phone:	Ron Eshleman reshleman@mdot.maryland.gov 410-865-1230
TO Manager: e-mail: Office Phone:	Scott Banks SHA Headquarters, Office of Information Technology, 707 N. Calvert St., Baltimore, MD 21202 sbanks@mdot.maryland.gov 410-545-8683
TO Proposals are to be sent to:	Ron Eshleman
TO Pre-proposal Conference:	March 16, 2020 at 10:00AM Local Time MDOT Headquarters 7201 Corporate Center Drive Hanover, MD 21076 See Attachment A for directions and instructions.
TO Proposals Due (Closing) Date and Time:	April 15, 2020 at 2:00PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	25% MBE Goal with the following sub goals: 7% for African American-Owned MBEs and 8% for Woman-Owned MBEs
VSBE Subcontracting Goal:	5%
Task Order Type:	Time and Materials with Work Orders of Time and Materials

Task Order Duration:	Five (5) years, commencing on date of Notice-to-Proceed.
Primary Place of Performance:	SHA Headquarters Office of Information Technology 707 N. Calvert St., Baltimore, MD 21202 <i>NOTE: The State may request resources to attend meetings or perform short term assignments at any location within the State of Maryland.</i>
SBR Designation:	No
Federal Funding:	No
Questions Due Date and Time	March 20, 2020 at 10:00AM Local Time

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1 Minimum Qualifications

1.1 Offeror Personnel Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the proposed labor category, as identified in the **CATS+ RFP, Section 2.10**.

<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> and subsequent Amendment #4 & Amendment – Section 2.10 update-see: http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf

Proposed Personnel experience starting dates and ending dates must be clearly identified for each applicable minimum requirement for the following position(s):

1.1.1 Database Manager

The Database Manager proposed under this TORFP shall possess current:

- A. Oracle Certified Professional (OCP) Certification

1.1.2 The Database Management Specialist (Senior)

The Database Management Specialist (Senior) proposed under this TORFP shall possess current:

- A. Oracle Certified Professional (OCP) Certification

1.1.3 All proposed personnel shall currently possess at least one of the following certifications:

- A. Microsoft Certified Solutions Associate (MCSA): SQL Server 2012/2014
- B. Microsoft Certified Solutions Associate (MCSA): SQL 2016 Database Administration
- C. Microsoft Certified Solutions Associate (MCSA): Database Development
- D. Microsoft Certified Solutions Associate (MCSA): BI Development
- E. Microsoft Certified Solutions Associate (MCSA): Machine Learning
- F. Microsoft Certified Solutions Associate (MCSA): BI Reporting
- G. Microsoft Certified Solutions Associate (MCSA): Data Engineering with Azure

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2 TO Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 The Maryland Department of Transportation (MDOT) is issuing this CATS+ TORFP on behalf of the State Highway Administration (SHA) to obtain highly qualified technical resources to augment the SHA Database Portfolio Business Services.

2.1.2 This CATS+ TORFP is issued to acquire the services of:

- A. OIT Database Manager – One (1) Key Personnel
- B. OIT Database Management Specialist (Senior) – One (1) Key Personnel and seven (7) non-Key Personnel for a total of eight (8) resources
- C. OOTS Database Management Specialist (Senior) – Two (2) Key Personnel

Note: All eleven (11) resources are required to start on the start date specified in the Notice to Proceed (NTP).

2.1.3 MDOT and SHA will have the option of adding up to four (4) additional Database Management Specialist (Senior) resources to this Task Order for a maximum fifteen (15) resources. All resources beyond the initial eleven (11) will be requested through a Work Order (see Section 3.12).

2.1.4 Resources are needed at the following MDOT SHA locations in accordance with Work Hours described in **Section 3.8.9**:

Table 1: Resource Location/Allocation

Resource	Number of Resources per Location	Location
OIT Database Manager	1	MDOT SHA Headquarters (Office of Information Technology) 707 N. Calvert St. Baltimore, MD 21201
OIT Database Management Specialist (Senior)	8	MDOT SHA Headquarters (Office of Information Technology) 707 N. Calvert St., Baltimore, MD 21201
OOTS Database Management Specialist (Senior)	2	MDOT SHA Hanover 7491 Connelly Dr. Hanover, MD 21076

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

2.1.6 Master Contractors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this

Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.

- 2.1.7 A Task Order award does not assure a TO Contractor that it will receive all Agency business under the Task Order.

2.2 Background and Purpose

2.2.1 Department Background

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

The SHA Business overview is available online at:

<https://www.roads.maryland.gov/pages/home.aspx>

2.2.2 Project Background

- A. **Oracle RAC Administration** – MDOT SHA uses Oracle RAC (Real Application Clusters) to manage the majority of their database system portfolio. Oracle RAC is a shared database environment where multiple server nodes share DBMS (database management system) instances, with shared concurrent access to disk. By using RAC, SHA can provide high availability, load balancing, failover capability and scalability to their database systems while eliminating single points of failure.
- B. **GRID Management and Quest's Toad® DBA Suite Administration** – MDOT SHA utilizes Oracle Enterprise Manager (OEM) as their GRID management tool. Oracle Enterprise Manager provides a complete management solution in a single console providing the capability to track diagnostics for applications, including low-overhead monitoring and to view historical and real-time application performance. All database backup jobs, customized reports, data rollup scripts and or events are managed from OEM. In addition to OEM, SHA also utilizes Quest's Toad® DBA Suite & Spotlight for RAC and SQL Server for performance diagnostics and tuning.
- C. **Data Guard Administration** - MDOT SHA utilizes Oracle's Data Guard as part of their Disaster Recovery architecture for synchronizing data. The Data Guard setup is configured using the Maximum Availability mode in which Data is synchronously transmitted from the primary database to the standby database.
- D. **Microsoft SQL Server Administration** – MDOT SHA utilizes Microsoft SQL Server to manage Microsoft Office SharePoint Server (MOSS) Intranet and Internet configurations and data. As a compliment to the Oracle RAC Cluster configuration, SHA also utilizes SQL Server Cluster configuration to manage part of their enterprise database system portfolio. The SQL Server Cluster is also a shared database environment where multiple server nodes share DBMS instances, with shared concurrent access to disk. By using a clustered environment, SHA is able to provide high availability, load balancing, failover capability and scalability to their database systems while eliminating single points of failure.
- E. **Talend Administration** – MDOT SHA's enterprise data integration needs have grown exponentially over the last several years as a result of supporting multiple development platforms and the need to incorporate disparate applications with legacy systems. As a result, SHA has adopted the use of Talend as their data integration tool to properly manage

the flow of data across various information systems. Talend also provides SHA the interoperability with their adopted Cloud Computing technology, Salesforce.com, by supporting data integration technology needs. SHA utilizes Talend for their ETL (Extract-Transform-Load), data loading, data migration and automated processing of database scripts and utilities across the administration for operational data integration projects.

- F. **Geo Spatial Database Administration** - OPPE/DSED is responsible for the collection, compilation and reporting of current data inventory of physical and administrative attributes and traffic/travel characteristics for all publicly maintained roads in Maryland, including 5,200 centerline miles of State highways and 26,000 centerline miles of County and Municipal maintained roads. The division is also responsible for the development and support of SHA's Geographic Information System (GIS) and the publication of various highway mapping products including Maryland's Official Transportation Map. This data serves the entire Department and provides highway information, GIS and mapping information, and traffic/travel characteristics to the State of Maryland, local governments, the public and the Federal government. OPPE/DSED is responsible for maintaining the various databases of highway information.
- G. **Data Visualization Tools Administration** – MDOT SHA's Business Intelligence and Data Visualization needs have grown exponentially over the last several years and as a result SHA has adopted Qlik, SQL Server Reporting Services, Power BI & Oracle OLAP for enhanced data analytics, data governance, data visualization, data reporting and dashboarding for enterprise users.

2.2.3 Existing Software

- A. Oracle Database Enterprise Edition (Versions 11g through 18c)
 - 1. Oracle RAC
 - 2. Oracle Data Pump
 - 3. Oracle RMAN
 - 4. Oracle ASM
 - 5. Oracle ACFS
 - 6. Oracle Compression
 - 7. Oracle Partitioning
 - 8. Oracle OLAP
 - 9. Oracle Data Guard
 - 10. Oracle Advanced Security
 - 11. Oracle Data Masking and Subsetting
 - 12. Oracle Connection Manager
- B. Oracle Cloud Control 12c/13c
 - 1. Oracle Diagnostics Pack
 - 2. Oracle Tuning Pack
- C. Quest Spotlight for Oracle RAC and SQL Server
- D. Quest TOAD DBA SUITE for Oracle and SQL Server

- E. Talend Master Data Management
- F. Qlik
- G. Microsoft Power BI
- H. Microsoft SSRS
- I. SQL Server Enterprise Edition (Version 2012 to 2017)
- J. Microsoft TDE
- K. PostgreSQL
- L. MariaDB
- M. H2 Database
- N. Subversion
- O. SQL Server Management Studio
- P. Oracle Internet Developer Suite
- Q. Oracle SQL Developer
- R. Oracle Multitenant Option
- S. Oracle Audit Vault
- T. Oracle Key Vault
- U. Microsoft Azure On-Premise Data Gateway
- V. SQL Server Data Tools
- W. SQL Server Data Migration Assistant

2.2.4 State Staff and Roles

In addition to the TO Manager, the TO Contractor Personnel should expect to interact with other SHA personnel and contractors to meet the Department's needs. Roles that will be working closely with the TO Contractor Personnel include, but are not limited to:

- A. Business Analyst (BA) - typically a contractor, responsible for analyzing the business process associated with each project request. The BA will produce detailed requirements that the programmer will use to develop code relevant to the application request.
- B. Project Manager (PM) - SHA employee or contractor, responsible for the facilitation and integration of efforts that are part of the project solution. The PM will work closely with the programmer and the customer. The PM is a certified Project Management Professional (PMP) that utilizes the methodologies as described in the Project Managers Book of Knowledge (PMBOK), part of the Project Management Institute (PMI).
- C. Document Specialist (DS)- typically a contractor, responsible for assisting in the development of the project references in association with the BA. These references include the technical guide, user guide, and other references as needed.
- D. Application Developer - SHA employee or contractor, who works closely with database support staff to deploy web-based applications. The collaboration involves identifying the technical information needed to deploy to production, rollback plans, and customer contact information.

- E. Network Administrator - SHA employee or contractor, available to work with the Database Administrator Team Leads/Database Administrators in establishing new network and storage connectivity as well as any production issues with current connectivity and storage.
- F. Customers and Subject Matter Experts (SME) - typically SHA employees. The System Architect/Administrators and System Administrator/Developers will be involved with Joint Application Design (JAD) sessions with the customer and/or SME, and project team. There will be times when the System Architect/Administrators and System Administrator/Developers will need to work closely with the customer and/or SME to gain a deeper understanding of project requirements and customer concerns.
- G. Web Services Group - SHA employee or contractor who works closely with the Database Administrator Team Leads/Database Administrators to deploy web-based applications. The collaboration involves identifying the technical information needed to deploy to production, rollback plans, and customer contact information.
- H. Database Support Manager (DSM) - typically a SHA employee who assigns work, reviews the weekly activity, and manages any conflicts the Database Administrator Team Leads/Database Administrators may encounter. The Database Administrator Team Leads/Database Administrators report to the DSM.
- I. MDOT Contract Management Office (CMO) - acts as the Point of Contact (POC), liaison between the MDOT TO Manager and TO Contractor Manager in the event of persistent contract personnel performance issues. The CMO is responsible for the management of the contract after award.

2.2.5 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 General Responsibilities

- A. The Database Manager shall perform the following tasks:
 - 1. Provide oversight and support for the design, implementation, development, maintenance, customization and integration efforts of MDOT SHA's enterprise Internet and Intranet implementations.
 - 2. Provide server management, configuration, maintenance and troubleshooting support with focus on planning, deploying and supporting MDOT SHA's enterprise Internet and Intranet infrastructure.
 - 3. Provide technical expertise and advice to MDOT SHA staff and management in order to meet the Department's specific continual database needs such as database upgrades and updates.

4. Ensure that MDOT SHA's data is protected from security breaches by assessing different types of security programs and choosing which ones best suit the needs of the Department.
 5. Assist SHA staff in the preparation of documentation to describe new or changed processes.
 6. Assist in the research and recommendations on new technologies.
 7. Assist in the preparation and implementation of disaster recovery plans for various systems.
 8. Create upgrade and migration schedules and plans that shall minimize the impact on production and mission critical systems.
 9. Assist in the development of Microsoft Software Storage Client (MSSC) objects used to implement and upgrade client software.
 10. Develop and test emergency data access plans to ensure reliability and efficiency.
- B. The Database Management Specialist (Senior) shall perform the following tasks:
1. Respond to information requests that business users submit through SHA's Maximo Automated Help Desk Application or the OOTS IT Help Desk.
 2. Respond to critical trouble reports encountered after regular business hours by SHA's Network On-Call Personnel.
 3. Respond to trouble reports or change requests (TR / CR Log) encountered by business users that are reported through SHA's Maximo Automated Help Desk Application or the OOTS IT Help Desk.
 4. Provide technical expertise and advice to SHA staff and management.
 5. Assist the Project Manager and Business Analyst in the preparation of documentation to describe new or changed processes.
 6. Conduct training of SHA staff and/or end users, as needed.
 7. Attend organizational meetings as directed.
- C. TO Contractor Manager shall meet yearly with the TO Manager and the MDOT SHA OIT leadership team to review the TORFP's progress, including meeting the MBE goals. This meeting will fall within two (2) weeks of the anniversary of the Notice To Proceed (NTP) date.

2.3.2 Functional Responsibilities

The Database Manager and Database Management Specialist (Senior) shall perform the following tasks:

- A. Server Configuration:
1. Install database software and create the database.
 2. Determine and set sizing parameters for database structures.
 3. Strip data files across multiple physical/virtual devices and locations.
 4. Configure the database environment to support optimal data access performance.

5. Create and manage database configuration files and table spaces.
 6. Create and manage multiple network configuration files.
 7. Configure the database instance to support shared server connections.
 8. Set up network tracing.
 9. Configure the network environment to allow connections to multiple databases.
 10. Ensure servers are current with SQL Server, Oracle and/or Windows security updates.
 11. Configure FTP, WSFTP and scripting to send and receive files.
- B. Database Security Administration:
1. Ensure servers are current with SQL Server, Oracle and Windows security updates.
 2. Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT/DOIT security standards/policies.
 3. Document various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
 4. Define and Implement Security Policy.
 5. Configure Database Fine Grained Auditing.
 6. Use encryption toolkits to encrypt sensitive information.
 7. Configure RMAN encrypted backups.
 8. Set up Oracle Database, Listener & Connection Manager Security.
 9. Use Application Context for Authentication and Authorization.
 10. Configure LDAP and Active Directory Authentication using Enterprise User Security.
 11. Monitor and manage Audit Trail.
 12. Enforce security policies on database.
 13. Implement VPD (Virtual Private Database) and data masking strategies to hide sensitive data.
 14. Ensure Security Hardening at each level (OS/database/network).
 15. Check OS Event Logs, SQL Server Logs, Oracle Logs and Security Logs for unusual events.
- C. Oracle Administration:
1. Administer RAC:
 - a) Ensure servers and databases are current with Oracle and Windows security updates.
 - b) Install Cluster Ready Services.
 - c) Perform Cluster components backup on Primary & Standby environments.

- d) Install the Oracle Database 11g/12c RAC software.
 - e) Upgrade Oracle Cluster-ware and OCFS (Oracle Cluster File System).
 - f) Enable archiving to the flash recovery area.
 - g) Implement ASM failure groups.
 - h) Create and manage ASM instance.
 - i) Create and manage ASM disk groups.
 - j) Configure ASM for shared disks and create a clustered database.
 - k) Configure archiving.
 - l) Configure services with a primary and available instance.
 - m) Configure services in a RAC environment.
 - n) Modify service attributes using Server Control Utility (SRVCTL).
 - o) Configure Transparent Application Failover and Listener Load Balancing.
 - p) Configure Services to provide High availability to the applications.
2. Administer Data Guard:
- a) Create and utilize a physical standby database.
 - b) Create and utilize a logical standby database.
 - c) Set up log transport services for various levels of protection.
 - d) Configure the network environment to allow communication between the standby database and the primary database.
 - e) Open the physical standby database in a "read-only" state.
 - f) Perform switchover and failover operations.
 - g) Implement Data Guard using Grid Data Guard Manager and DGMGRL (Data Guard command-line interface).
 - h) Configure archive log deletion policy for the data guard configuration.
 - i) Configure the data guard environment to reduce overheads of fast incremental backups on the primary database.
3. Administer Enterprise Manager Grid Control:
- a) Install Enterprise Manager Grid Control software.
 - b) Configure Enterprise Manager repository.
 - c) Create Enterprise Manager Grid Control users.
 - d) Use Enterprise Manager to modify database configuration.
 - e) Configure Enterprise Manager to modify database availability.
 - f) Create and manage jobs.
 - g) Create and monitor alerts and notifications.
 - h) Implement Grid Control and Database Control.

- i) Create Scheduler jobs and schedules.
 - j) Configure Alerts for OS, Database, Apps, Application Servers.
 - k) Install Enterprise Manager Grid Control infrastructure.
 - l) Deploy and configure Enterprise Manager Grid Control agents.
 - m) Configure Grid Agent for Oracle, SQL Server, Windows, etc. for unique centralized monitoring.
4. Manage Database Availability and Recovery:
- a) Create a recovery catalog database.
 - b) Configure Recovery Manager.
 - c) Use Recovery Manager to perform database backups.
 - d) Use Recovery Manager to perform complete database restore and recovery operations.
 - e) Set Flashback Database parameters.
 - f) Monitor Flashback Database logs and statistics.
 - g) Perform Flashback Database operation.
 - h) Configure flash recovery area.
5. Administer Data Management:
- a) Implement fine-grained auditing.
 - b) Create a secure application role.
 - c) Grant specific privileges for a Flashback Query.
 - d) Set parameters for retaining undo.
 - e) Implement fine-grained access control.
 - f) Create and manage contexts.
 - g) Use SQL*Loader.
 - h) Implement transportable table spaces between homogeneous and heterogeneous systems (using different methods of moving files).
 - i) Choose the appropriate partition method (range, hash, list, and composite), and partition key.
 - j) Choose appropriate indexing methods (local, global, prefixed, and non-prefixed).
 - k) Perform partition maintenance operations.
 - l) Maintain indexes on a partitioned table.
 - m) Create and manage LOB segments.
 - n) Apply parallelism appropriately and tune memory for parallel operations.
 - o) Set parallel parameters.
 - p) Configure and set up Oracle ASM.

6. Administer Performance Management:
 - a) Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine-tune the database for optimum response.
 - b) Use Database Replay to test system workload.
 - c) Install Statspack.
 - d) Adjust the default interval for statistics collection.
 - e) Use Automatic Database Diagnostic Monitor (ADDM) to analyze statistics and to identify performance bottlenecks.
 - f) Implement automatic shared memory management.
 - g) Tune memory using manual memory management.
 - h) Monitor and tune SGA areas that are not automatically tuned.
 - i) Implement automatic SQL execution memory management.
 - j) Tune the Program Global Area (PGA) using work area size parameters.
 - k) Create a Database Resource Manager plan with directives (active session count, max execution time).
 - l) Create and configure consumer group mappings.
 - m) Create and manage objects to accommodate different data access methods (schema tuning).
 - n) Use the SQL Tuning Advisor.
 - o) Use the SQL Access Advisor.
 - p) Gather Optimizer statistics.
 - q) Interpret execution plan.
 - r) Use SQL tuning tools and features.
- D. Microsoft SQL Server Administration:
 1. Ensure servers and databases are current with SQL Server patches and security updates.
 2. Administer SQL Server and SQL Clustering.
 3. Configure and monitor backups, restoration of databases.
 4. Set up Alerts for Backup jobs.
 5. Verify that all scheduled jobs are running successfully.
 6. Create and administer new databases and manage database users, roles and security.
 7. Monitor data and transaction log file growth.
 8. Resolve user issues and coordination with application vendors.
 9. Monitor OS Event Logs, SQL Server Logs, and Security Logs for unusual events.

10. Create test SQL environment.
 11. Install, Configure & Upgrade SQL Server.
 12. Install SQL Server Service Packs (exp. SP2 and SP3).
 13. Monitor disk space, memory configuration and server performance using System Monitor, Profiler, DMVs (Dynamic Management Views), or the SQL Server 2008/2010 Performance tuning advisor.
 14. Use Management Studio or Profiler to help monitor and identify blocking issues.
 15. Create SQL Server alerts for notification of potential problems.
 16. Monitor MDF (Master Data File) and LDF (Log Data File) file growth and adjust if required.
 17. Configure database jobs.
 18. Set up and configure SQL Server Reporting Services.
- E. TALEND Administration:
1. Install, configure and setup of TALEND Enterprise Data Integration server.
 2. Install, configure and setup of TALEND Enterprise Data Integration Failover server.
 3. Establish Project Categorization.
 4. Establish TALEND Project.
 5. Establish TALEND Job Design.
 6. Establish TALEND Metadata to be used / captured.
 7. Set up SVN (Server Virtual Name) Repository Configuration.
 8. Configure LDAP settings.
 9. Set up and configure SVN Backup procedures.
 10. Set up, configure and create data integration projects and jobs.
 11. Schedule data integration projects and jobs in TALEND scheduler.
- F. GEO Spatial Database Administration:
1. Install, configure and setup of ArcSDE GEO Spatial Database software.
 2. Apply ArcSDE patches.
 3. Create ArcSDE instances.
 4. Configure External Procedure to ensure that SQL Functions of ST_Geometry and ST_Raster work with full functionality.
 5. Configure backup of SDE users using the SDE Backup Utility.
- G. Database Monitoring Tool Administration:

1. Configure and use Spotlight tool to monitor the databases and TOAD, SQL developer for advanced coding.
 2. Provide data modeling using tools ERWIN and TOAD Data Modeler.
 3. Conduct load testing using tools like Swing Bench and TOAD Bench Mark Factory.
 4. Configure and use Oracle Total Recall and Oracle System Monitoring Plug-in for Microsoft SQL Server to enable history tracking and compliance auditing.
- H. New Technologies Investigation:
1. Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented and provide recommendations about the migration and upgrade paths for various systems.
 2. Coordinate the installation and implementation of database management system software and related software tools with contractors, other data processing staff and system users.
 3. Develop and implement new database management policies, procedures and standards.

2.3.3 Additional Tasks

The Database Manager and Database Management Specialist (Senior) shall perform the following additional tasks:

- A. Utilize knowledge for backup and recovery and apply all the best practices and various strategies and procedures involved in protecting the database portfolio against data loss and reconstructing the database portfolio after any kind of data loss, in case it occurs. Configure the database for incremental backups and the database recovery procedures once the SHA Network Support Team provides the backup restore. SHA's Network Support Section is responsible in the backup and recovery of all corporate data.
- B. Complete SHA-mandated core training prior to arrival to assigned MDOT SHA facilities:
 1. All TO Contractor Personnel assigned to work on-site at an MDOT SHA facility and/or MDOT SHA project site for a period of three (3) months or longer, regardless of the number of days worked per week, shall be required to take the following four (4) MANDATORY TRAINING COURSES given to all MDOT SHA employees and on-site TO Contractors:
 - a) ADA Awareness.
 - b) Limited English Proficiency.
 - c) Sexual Harassment Awareness; and
 - d) Workplace and Domestic Violence Awareness.
 2. This MANDATORY TRAINING shall be completed through an MDOT SHA internet site prior to the on-site TO Contractor resource's start date at the MDOT SHA facility (and/or project site). **Failure to complete this training prior to the resources start date could be grounds for termination.**
 3. Each on-site TO Contractor resource shall provide certification of training completion by printing the certificate of completion available at the end of each training course and furnishing the printed copy to the TO Manager as record of completion.

4. The on-site TO Contractor resource shall also forward a copy of all training certificates to the TO Contractor for its contract management records.
 5. The TO Contractor cannot bill the hours required for its resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses is approximately 8 hours and will be available on-line from SHA's Internet Web site. There will be no cost for materials or the training course itself.
- C. Submit a Weekly TO Contractor Personnel Status Report using the template provided in Appendix 6 as part of the monthly invoicing process as described in **Section 3.3.3**. This report shall include the name of the consultant, labor category, hours expended for the week, previous totals and cumulative totals. The start and end dates of the period covered in the report, the Solicitation Title, the Solicitation Number (TORFP#), activities completed with hours of effort, activities in progress with hours of effort, next week's planned activities, activities on hold/issues, activities requiring overtime with hours of effort and action items shall also be included in the report. This report is to be submitted in an email to the TO Manager by Friday Close of Business (COB).
 - D. Responsible for knowledge transfer, occurring on the reassignment of a project resource from one task/project to another (either permanent or temporary transfer).
 - E. Participate in meetings as a technical resource, as required.
 - F. Support annual MDOT SHA initiatives involving technology applications, such as the annual MDOT SHA online employee survey.
 - G. Review technical documentation that may be authored by other resources for correctness.
 - H. Maintain workstations, including cleaning and reinstalling after a re-image.
 - I. Perform product assessment of new technology as directed by the TO Manager.
 - J. Attend technology or skills training, as required, at no cost to the Department, to include, but not be limited to training that ensures TO Contractor Personnel:
 1. To be competent in the practical use of new versions of existing MDOT SHA technologies,
 2. To be competent in the practical use of new MDOT SHA technologies, and
 3. To elevate competency with existing MDOT SHA technologies.
 - K. Enter information into MDOT SHA OIT's portfolio management software (Innotas) including status updates and time spent on projects.
 - L. Participate in annual performance evaluations.
 - M. Provide On-Call support during non-business hours.
 - N. Respond to Service tickets from the developers and application users for issues concerning the database.
 - O. Perform quarterly/bi-annual/annual tasks associated with maintenance projects.

2.3.4 Professional Development

The TO Contractor Manager shall ensure continuing education/training opportunities for the TO Contractor Personnel provided. The education/training shall be associated with the technologies currently

utilized or expected to be implemented by the Department. All costs, including, but not limited to, the actual course costs and course attendance time are the responsibility of the TO Contractor.

2.3.5 Staffing Plan

Offerors shall describe in a staffing plan how all of the following resources, other than the four (4) Key Personnel, shall be acquired to meet the needs of the Department:

- A. Seven (7) Database Management Specialists (Senior)

2.3.6 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. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The TO Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*.
- E. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.
- F. MDOT Information Security Plan (See Appendix 5)
- G. MDOT ITIL Procedures and Practices as approved and implemented by MDOT.

2.4 Change Orders

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

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3 TO Contractor Requirements: General

3.1 Task Order Initiation Requirements

3.1.1 TO Contractor shall schedule and hold a kickoff meeting with the TO Manager within ten (10) Business Days after Notification of Award. At the meeting, the TO Contractor shall furnish/review:

- A. The Staffing Plan execution:
 - 1. Resumes of proposed candidates who fulfill the seven (7) additional Database Management Specialist (Senior) positions at the commencement of the Task Order.
 - 2. Timetable for resume review.
 - 3. Timetable for interviews.
 - 4. Timetable for on-boarding.
- B. The plan for transition:
 - 1. Application knowledge transfer.
 - 2. Toolset knowledge transfer.
 - 3. Standard Operating Procedures.
 - 4. Best practices utilized.
- C. Any questions that need clarification

3.1.2 TO Contractor Personnel shall complete the mandatory training prior to presenting themselves for Agency on-site work. See **Section 2.3.3.B**.

3.2 End of Task Order Transition

3.2.1 The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 30 working days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Providing additional services and/or support as requested to successfully complete the transition.
- B. Maintaining the services called for by the Task Order at the required level of proficiency.
- C. Providing updated System Documentation, as appropriate; and
- D. Providing current operating procedures, as appropriate.

3.2.2 The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

3.2.3 The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

- 3.2.4** The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include but not be limited to:
- A. The TO Contractor shall provide a draft Transition-Out and Knowledge Transfer Plan 120 Business Days in advance of Task Order end date.
 - 1. The Transition-Out Plan shall address at a minimum the following areas:
 - a) Any staffing concerns/issues related to the closeout of the Task Order.
 - b) Communications and reporting process between the TO Contractor, the Department and the TO Manager.
 - c) Security and system access review and closeout.
 - d) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee.
 - e) Any final training/orientation of Department staff.
 - f) Connectivity services provided, activities and approximate timelines required for Transition-Out; and
 - g) Knowledge transfer.
 - 2. Knowledge transfer shall include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department.
 - b) Review with the Department the procedures and practices that support the business process and current system environments.
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order.
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order.
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution.
 - f) Plans to complete tasks and any unfinished work items (including open change requests and known bug/issues).
 - g) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions; and
 - h) Any additional items or areas as deemed necessary by the TO Manager.
 - B. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures is current and complete with a hard and soft copy presented in a format prescribed by the TO Manager.
 - C. The TO Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the TO Manager as of the final date of transition, but no later than the final date of the Task Order.

- D. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the TO Agreement term, the TO Contractor shall: (a) return to the State all State data in either the form it was provided to the TO Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the TO Agreement term; (c) after the retention period, the TO Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the TO Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the TO Manager.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by TO Contractor with respect to the services.

3.3 Invoicing

3.3.1 Definitions

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. “Payment” includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.3.2 General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. Any on-call hours and upgrades performed during non-Business Hours shall be billed based on actual time worked at the approved Task Order labor rates.
- C. The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work) to the TO Manager. The TO Manager’s name and the state contract number must be shown on the E-mail Subject Line.
- D. Invoices submitted without the required information cannot be processed for payment. Payment of invoices may be withheld if any required documentation is not submitted

including without limitation status reports. A Proper Invoice, required as Payment documentation, must include the following information, without error:

1. TO Contractor name and address.
 2. TO Contractor point-of-contact with telephone number;
 3. Remittance address;
 4. Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 5. Invoice period (i.e. time period during which services covered by invoice were performed);
 6. Invoice date;
 7. Invoice number;
 8. State assigned TO Agreement number and Title;
 9. SHA issued (Blanket) Purchase Order number(s);
 10. Award amount;
 11. Amount billed to date;
 12. Amount remaining on contract;
 13. MBE award amount.
 14. MBE amount billed to date.
 15. MBE percentage committed.
 16. Services provided broken down by specific resource to include Labor Category and quantity.
 17. Amount due, and
 18. Any additional documentation required by regulation or the Task Order.
- E. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor Personnel does not provide the Department with all required status reports within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor Personnel brings itself into full compliance with the Task Order.
- F. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. 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.

3.3.3 Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

- A. The TO Contractor shall submit monthly invoices for SHA approval and payment that coincide with the submission of the Weekly TO Contractor Personnel Status Reports for the month on or before the 10th day of the month. The invoices shall identify actual hours by each person assigned to the Task Order during the reporting period. Invoices shall be accompanied by timesheets documenting charges for labor in accordance with the TO Financial Proposal.
- B. Invoices and all required documentation shall reflect the first day of the month through the last day of the month, **only**. Any piece of documentation showing hours worked the days before or after any given documented month will be incorrect and the TO Contractor shall be required to resubmit the entire package. Any documentation received after the 10th day of any month will be considered late. If the 10th of any month falls on a weekend, government holiday, or State of Maryland Service Reduction day, all documentation is due the last government Business Day prior.
- C. It shall be the sole responsibility of the TO Contractor to ensure that all required monthly documentation is received by the 10th of each month.

3.3.4 Time and Materials Invoicing

- A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment or signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.

B. Time Sheet Reporting

Within one (1) business day after the end of each week, the TO Contractor Personnel shall submit a weekly timesheet for the preceding week using a tool specified by MDOT-SHA.

At a minimum, each weekly timesheet shall show:

1. Employee / resource name
2. For each week ending date, e.g., "Week Ending: mm/dd/yyyy"
 - a) Tasks completed that week
 - b) Number of hours worked each day
 - c) Total number of hours worked that week
 - d) Period variance above or below 40 hours
 - e) Annual number of hours planned under the Task Order
 - f) Annual number of hours worked to date
 - g) Balance of hours remaining
 - h) Annual variance to date (Sum of periodic variances)

3. Signature and date lines for the TO Manager
4. Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

3.3.5 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order
- G. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- H. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this TORFP.

3.4 Liquidated Damages

MBE Liquidated damages are identified in **Attachment M**.

3.5 Disaster Recovery and Data

The following requirements apply to the TO Agreement:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the TORFP, TO Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, TO Contractor's processing capability and the availability of hosted services, in each case throughout the TO Agreement term. Any force majeure provisions of this Task Order do not limit the TO Contractor's obligations under this provision.
- B. The TO Contractor shall have robust contingency and DR plans in place to ensure that the services provided under this TO Agreement will be maintained in the event of disruption to the TO Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- C. The contingency and DR plans must be designed to ensure that services under this TO Agreement are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.

- D. The TO Contractor shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover / fallback operations at the DR location. The TO Contractor shall send TO Manager a notice of completion following completion of DR testing.
- E. Such contingency and DR plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the TO Agreement.

3.5.2 Data Export/Import

- A. The TO Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1. perform a full or partial import/export of State data within 24 hours of a request; or
 - 2. provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a TORFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Task Order, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The TO Contractor shall limit access to and possession of State data to only TO Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such TO Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under this Contract for any purpose other than fulfilling such services.

3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

- 3.6.1 Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See *Master Contract Section 2.7*).

3.6.2 The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.

3.6.3 Cyber Risk /Data Breach Insurance

The Contractor shall possess and maintain throughout the term of the awarded contract and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$ five million (5,000,000) per claim. Any “insured vs. insured” exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State’s rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor’s duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.7 Security Requirements

3.7.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. 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 Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation 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.

3.7.2 Security Clearance / Criminal Background Checks

- A. The TO Contractor shall obtain from all Contractor Personnel assigned to work on the Task Order a signed statement permitting a criminal background check. Prior to commencement of work, the TO Contractor shall secure at its own expense the following type of national criminal history record check and provide the TO Contract Manager with completed checks on such Contractor Personnel prior to assignment: a national criminal history record check. This check may be performed by a public or private entity. The State reserves the right to require, when allowed, a fingerprint-based Maryland and/or FBI Criminal Justice Information System criminal history record check.
- B. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The TO Contractor may not assign an individual whose

background check reflects any criminal activity to work under this Task Order unless prior written approval is obtained from the TO Contract Manager.

- C. TO Contractor shall be responsible for ensuring that TO Contractor Personnel background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- D. Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- E. TO Contractor shall complete a criminal background check prior to any individual TO Contractor Personnel being assigned work on the project. TO Contractor shall provide a Criminal Background Check Affidavit (Appendix 3) prior to any work commencing on the Task Order.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1. TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Department that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

3.7.4 Information Technology

The TO Contractor shall:

- A. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);

- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy, and the MDOT Information Security Plan in Appendix 5.

3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
 - 1. By default, “deny all” and only allow access by exception.
 - 2. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
 - 3. Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit its TO Contractor Personnel to access State data remotely only as required to provide technical support.
 - 4. Ensure TO Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
 - 5. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

3.7.6 Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.6A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident, or a Data Breach as follows:
 1. Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer.
 2. Provide written notice to the Department within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
 1. the nature of the unauthorized use or disclosure.
 2. the State data used or disclosed,
 3. who made the unauthorized use or received the unauthorized disclosure.
 4. what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 5. what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 6. The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.7 Data Breach Responsibilities

- A. If the TO Contractor reasonably believes or has actual knowledge of a Data Breach, the TO Contractor shall, unless otherwise directed:
 1. Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law.
 2. Cooperate with the State to investigate and resolve the data breach.

3. Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 4. Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the TO Contractor's breach of its TO Agreement obligation to encrypt State data or otherwise prevent its release, the TO Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by TO Contractor based on root cause; all [(1) through (5)] subject to the TO Agreement's limitation of liability.
- 3.7.8** Additional security requirements may be established in a Work Order.
- 3.7.9** The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the TO Agreement.
- 3.7.10 Provisions in Sections 3.7.1 – 3.7.7 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.7 (or the substance thereof) in all subcontracts.**

3.8 Performance and Personnel

3.8.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.

- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.
- G. **MDOT Contract Management Office (CMO)** - The CMO is responsible for contract management issues outside of the day to day management of the TO contract after award.

3.8.2 Offeror Experience

The following Offeror experience is expected and shall be evaluated as part of the TO Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**).

- A. At least three (3) years’ experience providing personnel for both Database Manager and Database Management Specialist (Senior) positions.
- B. Prior experience providing ten (10) or more IT resources in a prior engagement within the last 5 years.
- C. Prior experience providing technical business support services in engagements lasting three (3) or more years.
- D. Extent to which the Customer(s) were satisfied with Offeror’s performance in engagements lasting three (3) or more years.
- E. Prior experience providing technical business support projects and services similar to those described in the TORFP SOW, as attested by references furnished in the TO Technical Proposal response.

3.8.3 Personnel Experience

The following personnel experience and qualifications are expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

- A. Database Manager
 - 1. Seven (7) years of experience in the development and maintenance of database systems
 - 2. Four (4) years of experience deploying software installations and upgrades for Oracle 11g / 12c Release 1 on a Windows OS environment
 - 3. Four (4) years of experience creating scripts for backing up data
 - 4. Four (4) years of experience deploying applications that utilize Oracle Connection Manager
 - 5. Four (4) years of experience configuring OEM tools and Oracle Grid Management Server
 - 6. Four (4) years of experience creating database backups and recovery
 - 7. Three (3) years of experience configuring RMAN for database backup and repository maintenance
 - 8. Three (3) years of experience configuring SMTP
 - 9. Four (4) years of experience deploying and configuring Oracle Data Guard on Windows OS

10. Three (3) years of experience configuring Quest TOAD DBA SUITE for Oracle
 11. Three (3) years of experience configuring Quest SPOTLIGHT ON ORACLE RAC
 12. Two (2) years of experience configuring data integration scripts with TALEND
 13. Two (2) years of experience deploying and configuring Microsoft SQL Server 2016
 14. One (1) year of experience deploying and configuring SQL Server Reporting Services (SSRS)
- B. Database Management Specialist (Senior)
1. Four (4) years of experience deploying software installations and upgrades for Oracle 11g / 12c Release 1 on a Windows OS environment
 2. Four (4) years of experience creating scripts for backing up data
 3. Four (4) years of experience deploying applications that utilize Oracle Connection Manager
 4. Four (4) years of experience configuring OEM tools and Oracle Grid Management Server
 5. Four (4) years of experience creating database backups and recovery
 6. Three (3) years of experience configuring RMAN for database backup and repository maintenance
 7. Three (3) years of experience configuring SMTP
 8. Four (4) years of experience deploying and configuring Oracle Data Guard on Windows OS
 9. Three (3) years of experience configuring Quest TOAD DBA SUITE for Oracle
 10. Three (3) years of experience configuring Quest SPOTLIGHT ON ORACLE RAC
 11. Two (2) years of experience configuring data integration scripts with TALEND
 12. Two (2) years of experience deploying and configuring Microsoft SQL Server 2016
 13. One (1) year of experience deploying and configuring SQL Server Reporting Services (SSRS)

3.8.4 Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP). Offerors shall describe in a Staffing Plan how the additional resources shall be acquired to meet the needs of the Department.

Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.8.5 Labor Categories

- A. The Labor Categories are identified and described in Section 2.10 of the CATS+ RFP. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum

qualifications for all the labor categories listed in Attachment B (TO Financial Proposal). Offerors shall submit a TO Financial Proposal Form that provides labor rates for the labor categories and all Task Order years. Actual resumes shall be provided for Key Personnel only. Resumes for resources provided later shall be coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.8.6 Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.8.7 Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
 - 1. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.8.8 TO Contractor Personnel Maintain Certifications

Any TO Contractor Personnel provided under this TORFP shall maintain in good standing any required professional certifications for the duration of the TO Agreement.

3.8.9 Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in Appendix 1), Monday through Friday except for State holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Work Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal SHA hours of operation, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.
- D. Any work beyond given parameters requires prior approval from the TO Manager is included; an example is: "Unless otherwise directed by the TO Manager, the TO Contractor's assigned personnel will work an eight-hour day (Hours to be approved by TO Manager,) Monday through Friday except for SHA Holidays (including but not limited to Service Reduction Days or Mandatory State Furlough Days)."

- E. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- F. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- G. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

3.9 Substitution of Personnel

3.9.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.9.1.B-C**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

- G. All Substitutions of personnel require a Criminal Background Check.

3.9.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.9.3 Substitution More Than 30 Days After Task Order Execution

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

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

3.10 Minority Business Enterprise (MBE) Reports

3.10.1 MBE PARTICIPATION REPORTS

Department will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

3.10.2 Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract.

- A. The TO Contractor shall submit the following reports by the 15th of each month to the Department at the same time the invoice copy is sent:
1. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D MDOT MBE Form D-5) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

2. (If Applicable) An MBE Prime Contractor Report identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

3.10.3 The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D MDOT MBE Form D-6**) by the 15th of each month.

3.10.4 Subcontractor reporting shall be sent directly from the subcontractor to the Department. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

3.11 Veteran Small Business Enterprise (VSBE) Reports

3.11.1 VSBE PARTICIPATION REPORTS

MDOT SHA shall monitor both the TO Contractor's efforts to achieve the VSBE participation goal and compliance with reporting requirements. Monthly reporting of VSBE participation is required by the 15th of each month. The TO Contractor shall submit required reports as described in **Attachment E**.

Subcontractor reporting shall be sent directly from the subcontractor to the MDOT SHA. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the VSBE directly to the TO Manager.

3.12 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M). T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment B.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPplus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
 1. Technical requirements and description of the service or resources needed
 2. Performance objectives and/or deliverables, as applicable,
 3. Due date and time for submitting a response to the request, and
 4. Required place(s) where work must be performed.
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
 1. A response that details the TO Contractor's understanding of the work.
 2. A price to complete the Work Order Request using the format provided (see online sample).
 3. A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
 4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.

5. State-furnished information, work site, and/or access to equipment, facilities, or personnel.
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP.
 - E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
 - F. Proposed personnel on any type of Work Order shall be subject to Department approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
 - G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.13 Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.13.1 – 3.13.5** (or the substance thereof) in all subcontracts.

3.13.1 TORFP Subject to CATS+ Master Contract

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data.
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value.
- C. Material costs shall be passed through with no mark-up by the TO Contractor.
- D. Non-Visual Access.
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the State in response to this TORFP, the State will have the right to purchase from another source, instead of from the selected Offeror.

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

3.13.3 Contract Management Oversight Activities

- A. 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 Task Orders under CATS+. This process typically applies to

active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.

- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six-month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.13.4 Change Control and Advance Notice

Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.

3.13.5 No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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4 TORFP Instructions

4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per company.
- 4.1.7 Those wishing to attend the Conference via the web may request a meeting invitation by emailing the Pre-Proposal Response Form (Attachment A) to Ron Eshleman at reshleman@mdot.maryland.gov no later than the time and date indicated on Attachment A. An invitation e-mail is required for registration, and therefore attendance on-line. Upon receipt of the email and form, the TO Procurement Officer will reply with a registration email that contains a link that may be used to register for the conference

4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title (J02B0600061 - SHA Database Portfolio Business Services), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10,

TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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.

4.5 Oral Presentation

- 4.5.1 Master Contractors and proposed TO Contractor Personnel may be required to make an oral presentation to State representatives. Master Contractors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.

4.6 Limitation of Liability

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

4.7 MBE Participation Goal

- 4.7.1 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See **Attachment D** Minority Business Enterprise Forms). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**
- 4.7.2 In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract. Please see the attached MBE forms and instructions.

4.8 VSBE Goal

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

- 4.8.1 By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the TO Agreement will be performed by verified VSBEs.
- 4.8.2 In 2015, Maryland amended COMAR 21.11.13.05 as part of its Veteran-Owned Small Business Enterprise (VSBE) program concerning VSBE primes. This amendment, which became effective March 6, 2015 and is applicable to this task order, allows an agency to count the distinct, clearly defined portion of work that a certified VSBE performs with its own work force toward meeting up to one-hundred (100%) of the VSBE goal established for a procurement. Please see the attached VSBE forms and instructions.
- 4.8.3 Effective January 2, 2017, if a solicitation contains an MBE and a VSBE goal, participation by a subcontractor dually-certified as an MBE and a VSBE may be counted toward meeting both the MBE and VSBE contract goals to the extent its participation meets the cumulative MBE and VSBE contract goals, or portions thereof that it is committed to perform. Participation by a dually-certified subcontractor may be counted toward the agency's overall MBE and VSBE goals.
- 4.8.4 Questions or concerns regarding the VSBE subcontractor participation goal of this solicitation must be raised before the due date for submission of TO Proposals.
- 4.8.5 A Master Contractor that responds to this TORFP shall complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission (See **Attachment E**). **Failure of the Master Contractor to complete, sign, and submit all required VSBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

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

4.10 Federal Funding Acknowledgement

This Task Order does not contain federal funds.

4.11 Conflict of Interest Affidavit and Disclosure

- 4.11.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.
- 4.11.2 If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR

21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

- 4.11.3** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.11.4** By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.12 Non-Disclosure Agreement

4.12.1 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.13 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the TO Proposal.

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5 TO Proposal Format

5.1 Required Response

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

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

5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3 TO Proposal Packaging and Delivery

5.3.1 TO Proposals delivered by facsimile shall not be considered.

5.3.2 Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3 Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

5.3.4 E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to SHA upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed 18 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP J02B0600061 and either “Technical” or “Financial.”

5.3.5 Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1. TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2. the TO Technical Proposal in searchable Adobe PDF format,
 - 3. a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- B. TO Financial Proposal consisting of:
 - 1. TO Financial Proposal and all supporting material in Word format,
 - 2. the TO Financial Proposal in searchable Adobe PDF format,
 - 3. a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

5.4 Volume I - TO Technical Proposal

IMPORTANT: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

5.4.1 In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.4.2 The TO Technical Proposal shall include the following documents and information in the order specified as follows:

- A. Proposed Services:
 - 1. Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.

B. Proposer Information Sheet and Transmittal Letter

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) Key Personnel: One (1) Database Manager and three (3) Database Management Specialists (Senior) in response to this TORFP. Offeror shall:

1. Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
2. Complete and provide for each proposed resource **Appendix 4A** Labor Classification Personnel Resume Summary and **Appendix 4B** Personnel Reference Form.
3. Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications. Also provide any specific proof requirements such as an image of the proposed personnel's unexpired certifications.
4. Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
5. Provide a Staffing Management Plan that demonstrates how the Offeror will provide all planned resources in addition to the four (4) Key personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (***Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP.***)
 - b) Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs.
 - c) Description of approach for quickly onboarding the seven (7) additional resources after Notification of Award.
 - d) Description of approach for quickly substituting qualified personnel after start of the Task Order.
6. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. Overall Offeror team organizational chart

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

G. Master Contractor and Subcontractor Experience and Capabilities

1. Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the scope of work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

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

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

H. State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I. Confidentiality

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

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

J. Additional Submissions:

1. Attachments and Exhibits.
 - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
2. Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
3. Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
4. A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain 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 Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.

- 5.5.4** To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5** **Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.**
- 5.5.6** Prices shall be valid for 120 days.

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6 Evaluation and Selection Process

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 Department will consider all information submitted in accordance with Section 5.

6.1 Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Sections 2-3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 4.5 Oral Presentation).

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

Past performance will be evaluated for relevancy (similar size and scope), recency (within the past five (5) years), and performance feedback (reference checks).

6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 6.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on Attachment B - TO Financial Proposal Form.

6.4 Selection Procedures

TO Technical Proposals shall be evaluated based on the criteria set forth above in Section 6.2. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.4 - TO Technical Proposal**. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. At the State's sole discretion, a down-select procedure may be followed as described in **Section 6.4.1 – Down-Select Procedure** below. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.4.1 Down-Select Procedure

In the event that more than ten (10) qualified TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process as follows:

- A. A technical ranking will be performed for all TO Proposals based on the resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.
- B. The top ten (10) TO Proposals identified by the technical ranking will be invited to interviews. All other Offerors will be notified of non-selection for this TORFP.

6.5 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and

- C. by a Notice to Proceed authorized by the TO Manager. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>).

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7 TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Label” columns in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 2: TORFP ATTACHMENTS AND APPENDICES

When to Submit	Label	Attachment Name
Before TO Proposal	A	Pre-Proposal Conference Response Form
With TO Proposal	B	TO Financial Proposal Instructions and Form
With TO Proposal	C	Bid/Proposal Affidavit Form
With TO Proposal	D	MDOT MBE Forms A and B Important: MDOT MBE Form E, if a waiver has been requested, is also required with TO Proposal
Within Ten (10) Business Days after recommended award	D	MDOT MBE Forms C and D
As directed in forms	D	MDOT MBE Forms D-5 and D-6
With TO Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1
5 Business Days after recommended award	E	VSBE Forms E-2, E-3
With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Five (5) Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
With TO Proposal	L	Location of the Performance of Services Disclosure

When to Submit	Label	Attachment Name
Five (5) Business Days after recommended award	M	Task Order Agreement
Appendices		
n/a	1	Abbreviations and Definitions
With TO Proposal	2	Offeror Information Sheet
Prior to commencement of work	3	Criminal Background Check Affidavit
With TO Proposal (for Key Personnel), or Within Ten (10) Business Days after Notification of Award	4	Labor Classification Personnel Resume Summary
n/a	5	MDOT Information Security Plan
After commencement of work	6	Weekly TO Contractor Personnel Status Report
Additional Submissions		
5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy

Attachment A. TO Pre-Proposal Conference Response Form

Solicitation Number J02B0600061

SHA Database Portfolio Business Services

A TO Pre-proposal conference will be held on March 16, 2020 at 10:00AM at Maryland Department of Transportation Headquarters, 7201 Corporate Center Drive, Hanover, MD 21076.

Please return this form

to Ron Eshleman at reshleman@mdot.maryland.gov no later than 2:00 PM on March 13, 2020 advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Ron Eshleman
MDOT
E-mail: reshleman@mdot.maryland.gov
Fax #: 410-865-1388

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (attendance is limited to 2 attendees from each Firm):
1.
2.
_____ No, we will not be in attendance.

We would like to attend via the web (please provide name and email addresses of attendees needing login information):

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1“TO Pre-proposal conference”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

DIRECTIONS TO THE TO PRE-PROPOSAL CONFERENCE

Maryland Department of Transportation

Headquarters

7201 Corporate Center Drive

Hanover MD 21076

410-865-1000

Toll Free 1-888-713-1414

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

Attachment B. TO Financial Proposal Instructions & Form

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

A year for this Task Order shall be calculated as one calendar year from the Notice to Proceed (NTP).

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

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Proposal Price (C)
Year 1				
Database Manager (1 Key)	Database Manager	\$	2,080	\$
Database Management Specialist (Senior) (14) (3 Key)	Database Management Specialist (Senior) (14)	\$	29,120	\$
Evaluated Price Year 1				\$
Year 2				
Database Manager (1 Key)	Database Manager	\$	2,080	\$
Database Management Specialist (Senior) (14) (3 Key)	Database Management Specialist (Senior) (14)	\$	29,120	\$
Evaluated Price Year 2				\$
Year 3				
Database Manager (1 Key)	Database Manager	\$	2,080	\$
Database Management Specialist (Senior) (14) (3 Key)	Database Management Specialist (Senior) (14)	\$	29,120	\$

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Proposal Price (C)
Evaluated Price Year 3				
Year 4				
Database Manager (1 Key)	Database Manager	\$	2,080	\$
Database Management Specialist (Senior) (14) (3 Key)	Database Management Specialist (Senior) (14)	\$	29,120	\$
Evaluated Price Year 4				\$
Year 5				
Database Manager (1 Key)	Database Manager	\$	2,080	\$
Database Management Specialist (Senior) (14) (3 Key)	Database Management Specialist (Senior) (14)	\$	29,120	\$
Evaluated Price Year 5				\$
Total Proposal Price (Years 1 - 5)				\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

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

Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/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/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of

the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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.

By: _____
Signature of Authorized Representative and Affiant

Printed Name: _____
Printed Name of Authorized Representative and Affiant

Title: _____
Title

Date: _____
Date

Attachment D. Minority Business Enterprise (MBE) Forms

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #J02B0600061

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

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

MDOT MBE FORM A
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 sub-goals, 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 sub-goals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (State-Funded Contracts).

OR

I conclude that I am unable to achieve the MBE participation goal and/or sub-goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub-goals. 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 sub-goals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form B (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 C - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D - State-Funded Contracts);
- (c) If waiver requested, MBE Waiver Request Documentation and Forms (MDOT MBE/DBE Form E – Good Faith Efforts Guidance and Documentation) per COMAR 21.11.03.11; 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 sub-goals, if any.

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STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
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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.

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

MDOT MBE FORM B
STATE-FUNDED CONTRACTS

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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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.

PLEASE READ BEFORE COMPLETING THIS FORM

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at 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. Only those specific products and/or services for which a prime or subcontractor is a certified MBE 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 MBE firm (whether a prime or subcontractor) must be certified for that specific NAICS Code (“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. 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.
4. Complete the Part 2 – MBE Participation Schedule for all certified MBE firms (including primes and subcontractors) being used to achieve the MBE participation goal and sub-goals, if any.
5. **MBE Prime Self-Performance.** When a certified MBE firm participates as a prime (independently or as part of a joint venture) on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must be (a) a certified MBE (see 1-3 above) and (b) listed in the Part 2 – MBE Participation Schedule with its certification number, the certification classification under which it will self-perform, and the percentage of the contract that can be counted as MBE self-performance. For the remaining portion of the overall goal and any sub-goals, the MBE prime must also list, in the Part 2 – MBE

Participation Schedule, other certified MBE firms used to meet those goals or, after making good faith efforts to obtain the participation of additional MBE firms, request a waiver.

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STATE-FUNDED CONTRACTS

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 4

6. Note: A dually-certified MBE firm can use its own forces toward fulfilling ONLY ONE of the MBE sub-goals for which it can be counted.
7. 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.
8. 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.

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

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

10. **WARNING:** The percentage of MBE participation, computed using the percentage amounts determined per Column 3 for all of the MBE firms listed in Part 2, MUST at least equal the MBE participation goal **and** sub-goals (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 sub-goals (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 attached Goal/Sub-goal Worksheet to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and sub-goals (if any).

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PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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GOAL/SUBGOAL PARTICIPATION WORKSHEET

1. Complete the Part 2 – MBE Participation Schedule for each MBE being used to meet the MBE goal and any sub-goals.
2. After completion of the Part 2 – MBE Participation Schedule, you may use the Goal/Sub-goal Worksheet to calculate the total MBE participation commitment for the overall goal and any sub-goals.
3. **MBE Overall Goal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the overall participation percentages determined in Line 3.3 for the MBE prime total.
4. **MBE Subgoal Participation Boxes:** Calculate the total percentage of MBE participation for each MBE classification by adding the percentages determined per Column 3 of the Part 2 – MBE Participation Schedule. Add the percentages determined in Lines 3.1 and 3.2 for the MBE subcontractor (subs) total. Add the subgoal participation percentages determined in Line 3.3 for the MBE prime total.
5. The percentage amount for the MBE overall participation in the Total MBE Firm Participation Box F1 should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Overall Goal Participation Column of the Worksheet.
6. The percentage amount for the MBE subgoal participation in the Total MBE Firm Participation Box L should be equal to the sum of the percentage amounts in Boxes A through E of the MBE Subgoal Participation Column of the Worksheet.

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GOAL/SUBGOAL WORKSHEET		
MBE Classification	MBE Overall Goal Participation	MBE Subgoal Participation
(A) Total African American Firm Participation (Add percentages determined for African American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(B) Total Hispanic American Firm Participation (Add percentages determined for Hispanic American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(C) Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(D) Total Women-Owned Firm Participation (Add percentages determined for Women-Owned Firms per Column 3 of MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
(E) Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification per Column 3 of the MBE Participation Schedule)	_____ %subs _____ %prime	_____ %subs _____ %prime
Total MBE Firm Participation (Add total percentages determined for all MBE Firms in each column of the Worksheet)	(F1) _____ %	(F2) _____ %

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PART 2 – MBE PARTICIPATION SCHEDULE

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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.

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUB-GOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – 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> sub-goals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUB-GOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the 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. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <hr/> <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate.	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned	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> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> _____ % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any) </div> 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</u>

<p><input type="checkbox"/> Check here if MBE firm is the prime contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable).</p> <p>Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <hr/>	<p><u>APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</u></p> <p>_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any)</p> <p><u>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).</u></p> <p><u>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</u></p> <p><u>(b) _____ % (Insert 50% of MBE overall goal)</u></p> <p><u>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</u></p> <p><u>Percentages for purposes of calculating achievement of MBE Participation goals:</u></p> <p><u>➔ For MBE Overall goal – Use lesser of (a) or (b)</u></p> <p><u>➔ For MBE Subgoal – Use lesser of (a) or (c)</u></p> <p><u>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</u></p>
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Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
PART 2 – MBE PARTICIPATION SCHEDULE
CONTINUATION SHEET

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

LIST INFORMATION FOR EACH CERTIFIED MBE PRIME OR MBE SUBCONTRACTOR YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUB-GOALS, IF ANY. NOTE INSTRUCTIONS IN EACH COLUMN.

COLUMN 1	COLUMN 2	COLUMN 3 Unless the bidder/offeror requested a waiver in MDOT MBE Form A – 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> sub-goals (if applicable) set forth in Form A.
NAME OF MBE PRIME OR MBE SUBCONTRACTOR AND TIER	CERTIFICATION NO. AND MBE CLASSIFICATION	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUB-GOALS, refer to Sections 5 through 8 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the 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. For items of work where the MBE firm is the prime, complete Line 3.3.
MBE Name: <hr/> <input type="checkbox"/> Check here if MBE firm is a subcontractor and complete in accordance with Sections 6, 7, & 8 of Part 1 - Instructions. If this box is checked, complete 3.1 or 3.2 in Column C, whichever is appropriate. <input type="checkbox"/> Check here if MBE firm is the prime	Certification Number: <hr/> (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned	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> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any) 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</u>

<p>contractor, including a participant in a joint venture, and self-performance is being counted pursuant to Section 5 of Part 1 - Instructions. If this box is checked, complete 3.3 in Column C.</p> <p><input type="checkbox"/> Check here if MBE firm is a third-tier contractor (if applicable).</p> <p>Please submit written documents in accordance with Section 6 of Part 1 - Instructions</p>	<p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <hr/>	<p><u>APPLY THE 60% RULE PER SECTION 7(E) IN PART 1 - INSTRUCTIONS).</u></p> <p>_____ % Total percentage of Supplies/Products</p> <p><u>x _____ 60% (60% Rule)</u></p> <p><u>_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and sub-goals, if any)</u></p> <p><u>3.3. TOTAL PERCENTAGE TO BE PAID TO MBE PRIME FOR WORK THAT CAN BE COUNTED AS MBE SELF-PERFORMANCE (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE).</u></p> <p><u>(a) _____ % Total percentage for self-performed items of work in which MBE is certified)</u></p> <p><u>(b) _____ % (Insert 50% of MBE overall goal)</u></p> <p><u>(c) _____ % (Insert subgoal for classification checked in Column 2, if applicable)</u></p> <p><u>Percentages for purposes of calculating achievement of MBE Participation goals:</u></p> <p><u>➔ For MBE Overall goal – Use lesser of (a) or (b)</u></p> <p><u>➔ For MBE Subgoal – Use lesser of (a) or (c)</u></p> <p><u>➔ If MBE Prime is supplier, wholesaler and/or regular dealer, apply the 60% rule.</u></p>
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Check here if Continuation Sheets are attached.

MDOT MBE FORM B
STATE-FUNDED CONTRACTS
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 B for purposes of achieving the MBE participation goals and sub-goals 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 B.

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 B 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

MDOT MBE FORM C
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

**MDOT MBE FORM D
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.

PRIME CONTRACTOR	SUBCONTRACTOR (SECOND-TIER)	SUBCONTRACTOR (THIRD-TIER)
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____

Printed Name and Title: _____ _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____	_____ Printed Name and Title: _____ _____ Firm's Name: _____ Federal Identification Number: _____ _____ Address: _____ _____ Telephone: _____ Date: _____	Printed Name and Title: _____ _____ Firm's Name: _____ Federal Identification Number: _____ _____ Address: _____ _____ Telephone: _____ Date: _____
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IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.

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

Attachment D-5

**Maryland Department of Information Technology
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____		Contract #: _____	
Reporting Period (Month/Year): _____		Contracting Unit: _____	
Report is due to the MBE Officer by the 10th of the month following the month the services were provided.		Contract Amount: _____	
Note: Please number reports in sequence		MBE Subcontract Amt: _____	
		Project Begin Date: _____	
		Project End Date: _____	
		Services Provided: _____	
Prime Contractor:		Contact Person:	
Address:			
City:	State:	ZIP:	
Phone:	FAX:	Email:	
Subcontractor Name:		Contact Person:	
City:	State:	ZIP:	
Phone:	FAX:	Email:	

Subcontractor Services Provided:																																					
<p>List all payments made to MBE subcontractor named above during this reporting period:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>		<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	<p>List dates and amounts of any outstanding invoices:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid:</td> <td>\$ _____</td> </tr> </tbody> </table>		<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid:		\$ _____
	<u>Invoice#</u>	<u>Amount</u>																																			
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1.																																					
2.																																					
3.																																					
4.																																					
Total Dollars Unpaid:		\$ _____																																			

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

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

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
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This form must be completed by MBE subcontractor

ATTACHMENT D-6
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

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

MBE Subcontractor Name:													
MDOT Certification #:													
Contact Person:	Email:												
Address:													
City: Baltimore	State:	ZIP:											
Phone:	FAX:												
Subcontractor Services Provided:													
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.		
	<u>Invoice Amt</u>	<u>Date</u>											
1.													
	<u>Invoice Amt</u>	<u>Date</u>											
1.													

<p>2.</p> <p>3.</p> <p>Total Dollars Paid: \$ _____</p>	<p>2.</p> <p>3.</p> <p>Total Dollars Unpaid: \$ _____</p>
<p>Prime Contractor: _____ Contact Person: _____</p>	

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

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

Signature: _____ Date: _____

(Required)

ATTACHMENT 2 - MDOT MBE/DBE FORM E

GOOD FAITH EFFORTS GUIDANCE AND DOCUMENTATION

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

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

I. Definitions

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

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

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

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

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

II. Types of Actions MDOT will Consider

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

B. Identify MBE Firms or DBE Firms to Solicit

1. DBE Firms Identified in Procurements

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

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

2. MBE/DBE Firms Identified by Bidders/Offerors

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

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

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

C. Solicit MBE/DBEs

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Negotiate With Interested MBE/DBE Firms

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

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

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

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

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

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

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

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

- (b) the percentage difference between the MBE/DBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the DBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE/DBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE/DBE and Non-MBE/DBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.

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

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

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

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

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

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

E. Assisting Interested MBE/DBE Firms

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

1. made reasonable efforts to assist interested MBE/DBE Firms in obtaining the bonding, lines of credit, or insurance required by MDOT or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE/DBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

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

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

IV. Documenting Good Faith Efforts

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

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

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

B. Outreach/Solicitation/Negotiation

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

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

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

D. Other Documentation

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

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

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

Part 2 – Certification Regarding Good Faith Efforts and Documentation

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

I hereby request a waiver of (1) the Minority Business Enterprise (MBE) participation goal and/or subgoal(s), (2) the Disadvantaged Business Enterprise (DBE) participation goal, or (3) a portion of the pertinent MBE/DBE participation goal and/or MBE subgoal(s) for this procurement.¹ 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 _____

¹ MBE participation goals and sub-goals apply to State-funded procurements. DBE participation goals apply to federally-funded procurements. Federally-funded contracts do not have sub-goals.

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

Part 3 – Identified Items of Work Bidder/Offeror Made Available to MBE/DBE Firms

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

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

Please check if Additional Sheets are attached.

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

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

PAGE __ OF

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Additional Sheets are attached.

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

Part 5 – Additional Information Regarding Rejected MBE/DBE Quotes

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

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

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

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

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

Please check if Additional Sheets are attached.

	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE <hr/>	\$ _____	<hr/> <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE <hr/>	\$ _____	<hr/> <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

**E-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule**

(submit with Proposal)

This document **MUST BE** included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the Procurement Officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. J02B0600061, I affirm the following:

- 1. I acknowledge and intend to meet the overall verified VSBE participation goal of 5%. Therefore, I will not be seeking a waiver.

OR

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
- 2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Attachment E-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- 3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
- 4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those goods and services for which they are verified.

E-1 VSBE Subcontractor Participation Schedule

Prime Contractor: Offeror Company Name, Street Address, Phone	Project Description: SHA Database Portfolio Business Services	PROJECT/CONTRACT NUMBER: J02B0600061
---	---	---

List Information for Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:
Name of Veteran-Owned Firm: Percentage of Total Contract:	DUNS Number:
	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: 5%

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

PLEASE PRINT OR TYPE

Company: _____
Company Name (please print or type)

Printed Name: _____
Printed Name

Title: _____
Title

Address: _____
Company Address

By: _____
Signature of Authorized Representative

Date: _____
Date

**E-1A
VSBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of _____
(Name of Veteran-owned firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. J02B0600061

in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Veteran-owned Firm), is either unavailable for the work/service or unable to prepare a proposal for this project for the following reason(s):

(Signature of Veteran-owned firm's VSBE Representative) (Title) (Date)

(USDVA #) (Telephone #)

3. To be completed by the prime contractor if Section 2 of this form is not completed by the veteran-owned firm.

To the best of my knowledge and belief, said Veteran-Owned Small Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a proposal, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

(Signature of Prime Contractor)

(Title)

(Date)

E-2
VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on E-1 within 10 Business Days of notification of apparent award.

_____ (prime contractor) has entered into a contract with
 _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor (Firm Name, Address, Phone):	Project Description: SHA Database Portfolio Business Services
Project Number: J02B0600061	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract Amount:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

Prime Contractor

Subcontractor

Printed Name: _____
Printed Name

Title: _____
Printed Title

By: _____
Signature of Authorized Representative

Date: _____
Date

Printed Name: _____
Printed Name

Title: _____
Title

By: _____
Signature of Authorized Representative

Date: _____
Date

**E-3
Veterans Small Business Enterprise (VSBE) Participation
VSBE Prime Contractor Paid/Unpaid Invoice Report**

Report #:	Contract #: J02B0600061
Reporting Period (Month/Year):	Contracting Unit: MDOT SHA
Prime Contractor: Report is due to the TO Manager by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract Amount:
	VSBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	E-mail:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:	E-mail:	
Subcontractor Services Provided:			
List all payments made to VSBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	Invoice #	Amount	
			Invoice #
			Amount
1.			1.
2.			2.
3.			3.
4.			4.
Total Dollars Paid: \$		Total Dollars Unpaid: \$	

- If more than one VSBE subcontractor is used for this contract, you must use separate **Attachment E-3** forms.
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

<<contractManagerName>>

TO Manager

<<contractManagerAddress>>

Address

<<contractManageremail>>

Email

Contractor Signature (Required)

<<issuingAgencyName>>

Contracting Unit

City, State Zip

<<contractManagerPhoneNumber>>

Phone Number

Date

**E-4
Veterans Small Business Enterprise (VSBE) Participation
VSBE Subcontractor Paid/Unpaid Invoice Report**

Report #:	Contract #: J02B0600061
Reporting Period (Month/Year):	Contracting Unit: MDOT SHA
Report is due by the 15th of the month following the month the services were performed.	VSBE Subcontract Amt:
	Project Begin Date:
	Project End Date:
	Services Provided:

VSBE Subcontractor Name:					
Department of Veterans Affairs Certification #:					
Contact Person:					
Address:					
City:		State:		ZIP:	
Phone:		FAX:		E-mail:	
Subcontractor Services Provided:					
List all payments received from Prime Contractor during reporting period indicated above.			List dates and amounts of any unpaid invoices over 30 days old.		
	Invoice Amount	Date		Invoice Amount	Date
1.			1.		
2.			2.		
3.			3.		
4.			4.		
Total Dollars Paid: \$			Total Dollars Unpaid: \$		
Prime Contractor:			Contract Person:		

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

<<contractManagerName>>

TO Manager

<<contractManagerAddress>>

Address

<<contractManageremail>>

Email

Subcontractor Signature (Required)

<<issuingAgencyName>>

Contracting Unit

City, State Zip

<<contractManagerPhoneNumber>>

Phone Number

Date

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any

successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. J02B0600061

Name of Contractor:

Address:

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):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- 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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):
 - The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
 - The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
 - The employee(s) proposed to work on the 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: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

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)

Attachment I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Maryland Department of Transportation State Highway Administration) (the “Agency”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for SHA WEB SUPPORT SERVICES TORFP Solicitation # <<JONUMBER>>; and

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

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation 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. 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” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. 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. The 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 except for the sole and exclusive purpose of performing under the TO Agreement. The 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 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 **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) 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 TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, 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. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The TO Contractor shall, at its own expense, return to the Agency all Confidential Information in its care, custody, control or possession upon request of the Agency or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or 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 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 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, in no event less restrictive than as set forth in 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;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the NTP date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor:

By:
(seal)

Printed Name:

Title:

Date:

SHA

By:

Printed Name:

Title:

Date:

I-2 NON-DISCLOSURE AGREEMENT

LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“TO Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____

(Signature)

TITLE: _____

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. J02B0600061, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

have plans

have no plans

to perform any services required under the TO Agreement outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name:

By: _____

Name:

Title:

Please be advised that the Agency may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

Attachment M. Task Order

CATS+ TORFP# J02B0600061 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2020 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Transportation - State Highway Administration (MDOT-SHA or the “Agency”).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Department” means Maryland Department of Transportation State Highway Administration, as identified in the CATS+ TORFP # J02B0600061.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # J02B0600061, dated March 4, 2020, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Ron Eshleman. The Agency may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between SHA and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Scott Banks. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 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:

The TO Agreement,
Exhibit A – CATS+ TORFP

Exhibit B – TO Technical Proposal

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 term of this TO Agreement is for a period of 5 years commencing on the NTP Date and terminating on the 5th anniversary thereof.

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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

4.5 Liquidated Damages for MBE

1 The Master Contract requires the Master Contractor to comply in good faith with the MBE Program and Master Contract provisions. The State and the Master Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Master Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree

that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

2 Therefore, upon issuance of a written determination by the State that the Master Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Master Contractor shall pay liquidated damages to the State at the rates set forth below. The Master Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Master Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$23.00 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$82.00 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Master Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$90.00 per day until the undisputed amount due to the MBE subcontractor is paid.

3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Task Order and exercise any and all other rights or remedies, which may be available under the Task Order or Law

SIGNATURES ON NEXT PAGE

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 TSO

By: Michael C. Zimmerman, Chief Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

Appendix 1. Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- B. ADDM (Automatic Database Diagnostic Monitor) - a self-diagnostic engine built into Oracle Database. ADDM examines and analyzes data captured in the Automatic Workload Repository (AWR) to determine possible performance problems in Oracle Database.
- C. ArcSDE - a server-software sub-system that aims to enable the usage of Relational Database Management Systems for spatial data.
- D. ASM failure groups - used to specify placement of mirrored copies so that each copy is on a disk in different Failure Groups. The simultaneous failure of all disks in a Failure Group does not result in data loss.
- E. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- H. Data Guard - aids in establishing and maintaining secondary standby databases as alternative/supplementary repositories to production primary databases.
- I. DBMS (Database Management System) - a software package designed to define, manipulate, retrieve and manage data in a database
- J. DGMGRL - Data Guard command-line interface enables you to manage a Data Guard broker configuration and its databases directly from the command line, or from batch programs or scripts.
- K. DMVs (Dynamic Management Views) - server state information that can be used to monitor the health of a server instance, diagnose problems, and tune performance
- L. Effective Date – Is the NTP Date, the date of mutual TO Agreement execution by the parties
- M. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- N. ERWIN - computer software for data modeling.
- O. Flashback Database - command to rewind the database to a target time, SCN, or log sequence number. This command works by undoing changes made by Oracle Database to the data files that exist when you run the command. Flashback can fix logical failures, but not physical failures.
- P. FTP - file transfer protocol

- Q. GRID - a system management software that delivers centralized monitoring, administration, and life cycle management functionality for the complete Oracle IT infrastructure, including systems running Oracle and non-Oracle technologies.
- R. Grid Control - a system management software that delivers centralized monitoring, administration, and life cycle management functionality for the complete Oracle IT infrastructure, including systems running Oracle and non-Oracle technologies.
- S. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- T. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- U. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10.5**.
- V. LDAP - (Lightweight Directory Access Protocol) is a software protocol for enabling anyone to locate organizations, individuals, and other resources such as files and devices in a network, whether on the public Internet or on a corporate intranet.
- W. LDF - Log Data File
- X. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- Y. Maryland Department of Transportation State Highway Administration or (SHA or the “Department”)
- Z. MDF - Master Data File
- AA. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- BB. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- CC. Notice to Proceed (NTP) – A written notice from the TO Manager that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- DD. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- EE. OCFS - Oracle Cluster File System - a shared disk file system developed by Oracle Corporation and released under the GNU General Public License.
- FF. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- GG. Optimizer statistics - the gathering of optimizer statistics for database objects, including fixed objects.
- HH. DMVs (Dynamic Management Views) - server state information that can be used to monitor the health of

- II. PGA (Program Global Area) - A memory buffer that contains data and control information for a server process. A PGA is created by Oracle when a server process is started. The information in a PGA depends on the Oracle configuration.
- JJ. RMAN - Recovery Manager is a backup and recovery manager supplied for Oracle databases
- KK. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- LL. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- MM. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- NN. SGA (System Global Area) - forms the part of the system memory (RAM) shared by all the processes belonging to a single Oracle database instance.
- OO. SMTP - Simple Mail Transfer Protocol, a protocol for sending e-mail messages between servers.
- PP. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- QQ. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- RR. Spotlight - diagnostic and resolution tool for Oracle databases
- SS. SQL *Loader - a bulk loader utility used for moving data from external files into the Oracle database.
- TT. SRVCTL - Server Control Utility is installed on each node by default. You can use SRVCTL to start and stop the database and instances, manage configuration information, and to move or remove instances and services
- UU. State – The State of Maryland.
- VV. ST_Geometry - SQL Functions
- WW. ST_Raster - SQL Functions

- XX. Statspack - an Oracle diagnosis tool for instance-wide performance problems; it also supports application tuning activities by providing data which identifies high-load SQL statements
- YY. SVN - Server Virtual Name
- ZZ. Swing Bench - load testing tool
- AAA. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
- BBB. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation.
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
 - 7) Operating procedures
- CCC. TALEND - an open source data integration platform. It provides various software and services for data integration, data management, enterprise application integration, data quality, cloud storage and Big Data.
- DDD. Task Order (TO) – The scope of work described in this TORFP.
- EEE. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- FFF. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- GGG. TO Proposal – As appropriate, either or both of an Offeror's TO Technical or TO Financial Proposal.
- HHH. TOAD - a set of development tools used for application development, database development, or business intelligence and assist developers in deploying Oracle-based applications and Web services on the Windows platform.
- III. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- JJJ. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.
- KKK. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- LLL. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- MMM. VPD - Virtual Private Database are used when the standard object privileges and associated database roles are insufficient to meet application security requirements.
- NNN. Work Order– A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.
- OOO. WSFTP - client application used for file transfer protocol

Appendix 2. Offeror Information Sheet

Offeror	
Company Name	
Street Address	
City, State, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

I hereby affirm that the _____ (Master Contractor) _____ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order INFORMATION TECHNOLOGY (IT) ENTERPRISE BUSINESS SOLUTIONS AND PROJECT MANAGEMENT SUPPORT J01B9400035 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

Master Contractor

Typed Name

Signature

Date

Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each Personnel proposed, complete one Labor Category Personnel Resume Summary. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the resource.
2. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the CATS+ Labor Category that best fits each resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

Appendix 4A LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

CATS+ TORFP #J02B0600061

Proposed Individual:	Master Contractor:			CATS+ Labor Category:	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	Institution/Address			Degree or Certification	Dates
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category.	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category,					
TORFP Additional Requirements:					

Minimum qualifications and required certifications as defined in Appendix 5 of this TORFP. Provide dates in the format of MM/YY to MM/YY		
---	--	--

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

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Appendix 4B PERSONNEL REFERENCE

CATS+ TORFP #J02B0600061

Proposed Individual:		Master Contractor:		CATS+ Labor Category:	
Reference Information					
Reference Name:				Email:	
Contact's Title:				Phone:	
Company:					
Address:					
	<i>Street Address</i>				<i>Apt #</i>
	<i>City</i>		<i>State</i>		<i>Zip Code</i>
Reference Name:				Email:	
Contact's Title:				Phone:	
Company:					
Address:					

	<i>Street Address</i>		<i>Apt #</i>
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
Reference Name:		Email:	
Contact's Title:		Phone:	
Company:			
Address:			
	<i>Street Address</i>		<i>Apt #</i>
	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Appendix 5. MDOT Information Security Plan

See Separate Attachment

Appendix 6. Weekly TO Contractor Personnel Status Report

Weekly Status Report

Week Starting: <<Week starts on a Monday>>	Date: <<Date prepared mm/dd/yyyy>>
Report Prepared by: <<TO Contractor Personnel>>	Task Number: J02B0600061
TO Contractor: <<name of the TO Contractor>>	
Task Name: SHA Business Application Portfolio Business Services Task Order	

Name	Labor Category	Hours Expended for the Week
<<TO Contractor Personnel>>	<<labor category name associated with TO Contractor Personnel>>	<<##.##>>

ACTIVITIES COMPLETED:

<<Activity 1 Name>> *(##.## Hours)*

- <<activity task 1>>
- <<activity task 2>>
- <<activity task 3>>
- <<activity task 4>>

ACTIVITIES IN PROGRESS:

- <<Activity 1 Name>>

NEXT WEEK PLANNED ACTIVITIES

- <<activity 1 description>>

ACTIVITIES ON HOLD/ISSUES:

- <<Activity/Issue>>

ACTIVITIES REQUIRING OVERTIME AND TIME USED:

Date	Hours	Comments

ACTION ITEMS:

Item	Status	Comments