



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

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

**SHA - Project Management Resources**

**CATS+ TORFP #J02B3400061**

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

**ISSUE DATE: December 2, 2013**

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## KEY INFORMATION SUMMARY SHEET

CATS+ TORFP #J02B3400061 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, 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 Number 060B2490023, including any amendments.

<b>TORFP Title:</b>	<b>Project Management Resources</b>
<b>Functional Area:</b>	<b>Functional Area 10 - IT Management Consulting Services</b>
<b>TO Project Number:</b>	<b>J02B3400061</b>
<b>TORFP Issue Date:</b>	<b>December 2, 2013</b>
<b>Questions Due Date and Time</b>	<b>Friday, December 13, 2013 at 2:00 p.m. local time</b>
<b>Closing Date and Time:</b>	<b>Wednesday, January 15, 2014 at 2:00 p.m. local time</b>
<b>TO Requesting Agency:</b>	Maryland Department of Transportation (MDOT) on behalf of the State Highway Administration (SHA) Office of Information Technology (OIT)
<b>Send Questions and Proposals to:</b>	Joseph Palechek Email Address: jpalechek@mdot.state.md.us
<b>TO Procurement Officer:</b>	Joseph Palechek Office Phone Number: 410-865-1129 Email Address: jpalechek@mdot.state.md.us
<b>TO Manager:</b>	Daniel Joines Office Phone Number: 410-545-8033 Office FAX Number: 410-209-5051
<b>TO Type:</b>	Time and Materials
<b>Period of Performance:</b>	Five (5) Years from notice to proceed
<b>MBE Goal:</b>	20% MBE Goal with 0% sub-goals
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	SHA, 707 N. Calvert St., Baltimore, MD 21202
<b>TO Pre-Proposal Conference:</b>	There will be no Pre-Proposal Conference for this TORFP

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

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

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

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

## **1.2 TO AGREEMENT**

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

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the exact date and time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail (not to exceed 8 MB file limit on any email transmissions), as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state TORFP #J02B3400061. The first file will be the TO Technical Proposal for this TORFP titled, "CATS+ TORFP #J02B3400061Technical." The second file will be the TO Financial Proposal for this CATS+ TORFP titled, "CATS+ TORFP #J02B3400061 Financial." The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible (No forms shall be altered):

- Attachment 1 – Price Proposal
- Attachment 2 – Minority Business Enterprise (MBE) Forms D-1 and D-2
- Attachment 4 – Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 14 – Certification Regarding Investments in Iran
- Certifications (if applicable)

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

## **1.4 ORAL PRESENTATION/INTERVIEWS**

All Master Contractor proposed staff will be required to participate in an interview conducted by State representatives. The Procurement Officer will notify Master Contractor of the time and place of the interviews.

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

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

There will be no Pre-Proposal Conference for this TORFP.

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

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

## **1.7 QUESTIONS**

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

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

## **1.8 CONFLICT OF INTEREST**

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

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

## **1.9 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 707 N. Calvert Street, Baltimore MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 9. Please contact the TO Manager of this TORFP to schedule an appointment. In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

## **1.10 LIMITATION OF LIABILITY CEILING**

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

## **1.11 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

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

## **1.12 IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 14 of this TORFP.

### **1.13 LIVING WAGE**

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

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 15 for a copy of the Living Wage Affidavit Agreement.

### **1.14 CHANGE ORDERS**

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

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

MDOT, Office of Procurement (OOP) is issuing this CATS+ TORFP on behalf of the SHA, Office of Information Technology (OIT) to obtain a five (5) highly qualified Project Managers (PMs) to lead a number of Information Technology (IT) project initiatives. As part of the evaluation of this TO, Master Contractors will propose **exactly four (4) named resources** and will describe in a staffing plan how additional resources will be acquired to meet SHA's needs. SHA will obtain one additional Project Manager through a Work Order upon award of this TO.

TO Contractor shall primarily be located at the SHA Headquarters in the 707 N. Calvert St. building in Baltimore, MD. There may also be opportunities for these resources to work, perform research, and attend meetings or other events directly related to State initiatives in locations other than the Headquarters complex.

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

SHA will have the option of adding up to five (5) additional resources to this TO for a maximum total of ten (10) resources. All additional resources will be requested through a Work Order process (See Section 2.18.3).

Pursuant to Maryland State Code (COMAR) 15-508, the TO Contractor and all subcontractors will be excluded from bidding on any procurement resulting from work performed under the scope of work.

### 2.2 REQUESTING AGENCY BACKGROUND

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

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

The following are descriptions of two projects that have been completed or are currently in progress as an example of the kinds of work performed at SHA:

The electronic Team Activity Card (eTAC) v1 project is SHA's first use of mobile technology in the field. This system is built upon Salesforce.com and is accessed via tablets. The project included evaluations of different tablets and mobile browsers. The PM was responsible for the project charter that set the scope of the project followed by a series of Joint Application Development (JAD) sessions to refine the requirements. As the project followed an Agile Methodology, the requirements were converted into a product backlog and the work was divided into three releases each with multiple sprints. The PM organized User Acceptance Testing (UAT) and participated in state-wide training sessions. Throughout the project, the PM made status reports through SHA's portfolio management tool and in-person to OIT and SHA management. As part of project close-out, the PM worked with the sponsor and business area on a new project request for enhancements to the system.

The Automated Hauling Permit System (AHPS) Geographic Information System (GIS) Routing project is an enhancement to an off-the-shelf product AHPS used to plan the routes of oversized cargo. This project also started with a charter and JAD sessions. The PM is coordinating with multiple offices to deliver a significant quantity of validated data to the vendor. Once the data is incorporated, a UAT will be conducted. The PM is also responsible for the receipt, UAT, and deployment of patches to the off-the-shelf system.

### 2.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of this TO are defined as follows:

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

TO Manager – SHA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site TO Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, reviewing proposed change orders, reviewing proposed substitution of personnel, and reviewing and approving invoices and monitoring and reporting TO Contractor personnel performance.

TO Contractor Manager – Representative of the TO Contractor who oversees TO Contractor’s personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for preparing and submitting invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

SHA MBE Compliance Officer – SHA representative responsible for working with the TO Procurement Officer and TO Manager to ensure MBE compliance of issued TOs and to gather payment data from both the TO Contractor and MBE Subcontractor(s) for reporting of MBE participation on SHA procurements to MDOT and the Governor’s Office of Minority Affairs.

MDOT Contract Management Office (CMO) – The CMO is responsible for management of the contract after award; approving substitutions of personnel; and processing any Change Orders.

## **2.4 PROFESSIONAL DEVELOPMENT**

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

## **2.5 MANDATORY TO CONTRACTOR TRAINING**

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

- Americans with Disabilities Act (ADA) Awareness
- Limited English Proficiency
- Sexual Harassment Awareness
- Workplace and Domestic Violence Awareness

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

Each on-site TO Contractor resource shall certify that training is complete by printing the certificate of completion from each training course and submitting a copy to the TO Manager as record of completion. The on-site TO Contractor resource should also forward a training certificate copy to the TO Contractor for contract management records.

The TO Contractor cannot bill the hours required for its resources to complete this MANDATORY TRAINING. The hours estimated to complete all four (4) training courses range from 6 to 8 hours and all courses are available on-line from SHA’s Internet website. There will be no cost for materials or the training course itself.

## 2.6 REQUIREMENTS

### 2.6.1 FUNCTIONAL/BUSINESS REQUIREMENTS

ID #	Functional/Business Requirements
2.6.1.1	<p>TO Contractor personnel shall transition a project, once approved, from concept request through preliminary planning to become a chartered project. This includes identifying the benefits of a project, potential project team members, project deliverables, and project performance metrics. The TO Contractor personnel may work with other SHA OIT resources on this transition as assigned. These resources include but are not limited to a Business Analyst, a System Architect, and/or a Data Architect.</p>
2.6.1.2	<p>TO Contractor personnel shall lead project teams in the development of new systems or enhancements to existing systems. Participation can include but is not limited to the following:</p> <ol style="list-style-type: none"> <li>a. Become thoroughly knowledgeable on all aspects of the project assigned</li> <li>b. Be familiar with and communicate information on the project management process to the project team</li> <li>c. Assist business analysts with requirement identification and scope definition including but not limited to facilitating requirements elicitation session(s) with stakeholders, comprehending basic to complex business issues, and translating business needs into understandable requirements. For projects where a business analyst is not assigned, the PM will conduct the requirements gathering</li> <li>d. Review requirements against SHA, MDOT, and DoIT policies and regulations, including security standards, to ensure the system meets all applicable laws and obligations</li> <li>e. Facilitate communication between development resources, commercial-off-the-shelf (COTS) vendors and the business area stakeholders</li> <li>f. Work with assigned development resources or COTS vendor to develop estimates on project deliverables and ensure the system is developed or configured in a timely fashion</li> <li>g. Facilitate the change management process including analysis and impact assessment</li> <li>h. Lead the planning and execution of system testing including development of test plans and requirements traceability matrices to ensure the system matches the requirements as well as SHA quality standards and security policy</li> <li>i. Lead the planning and development of system documentation and training materials</li> <li>j. Conduct administration training sessions and participate in user training sessions with the business lead(s) as part of system implementation.</li> <li>k. Manage project budgets.</li> </ol>
2.6.1.3	<p>TO Contractor personnel shall prepare project documentation using either the State’s software development life cycle (SDLC) (see 2.15 below) or Agile methodologies, and facilitate documentation review. This includes:</p> <ol style="list-style-type: none"> <li>a. Managing a team composed of SHA subject matter experts and vendor resources confirming functional requirements, data requirements, and security requirements, defining interfaces, establishing test plans, communications plans, project plans, project schedules and risk management plans</li> <li>b. Documenting all appropriate project related artifacts and deliverables</li> </ol>
2.6.1.4	<p>TO Contractor personnel shall lead project teams to perform maintenance on existing systems. Maintenance can include but is not limited to the following:</p> <ol style="list-style-type: none"> <li>a. Responding to reported system errors (bugs)</li> <li>b. Planning and supervising the re-engineering of an existing system on an obsolete platform to a modern platform consistent with SHA’s IT Architectural standards</li> <li>c. Facilitating the implementation of patches and upgrades including leading the planning and execution of any necessary system testing</li> </ol>

2.6.1.5	<p>TO Contractor personnel shall, in cooperation with other SHA PMs, SHA Business Analysts and SHA IT Liaisons, support SHA’s Information Technology Project Request (ITPR) process. This can include but is not limited to:</p> <ul style="list-style-type: none"> <li>a. Assisting the business area with the preparation and submission of an ITPR part 1 and, when needed, an ITPR part 2 as defined on DoIT’s website: <a href="http://doit.maryland.gov/policies/Documents/policyplanning/ITPR_PPRPIRProcess.pdf">http://doit.maryland.gov/policies/Documents/policyplanning/ITPR_PPRPIRProcess.pdf</a></li> <li>b. Answering questions from either the Level of Effort (LOE) Committee, to help establish project size/scale, or the Scoring Committee to establish project alignment</li> <li>c. Assisting with or conducting a cost-benefit analysis, buy-build-reuse analysis or feasibility study</li> <li>d. Presenting the request and its score to the Information Technology Steering Committee (ITSC)</li> </ul>
2.6.1.6	<p>TO Contractor personnel shall provide customer relationship liaison support. This includes:</p> <ul style="list-style-type: none"> <li>a. Facilitating stakeholder processes in eliciting and documenting requests for new systems</li> <li>b. Fostering collaborative communications amongst all project stakeholders geared toward the successful execution of IT projects and implementing IT systems</li> </ul>
2.6.1.7	<p>TO Contractor personnel shall develop or participate in the development of TORFPs, Requests for Research (RFRs), and RFPs, as well as coordinate the corresponding procurement process. Please Note: Pursuant to COMAR 15-508, the TO Contractor and all subcontractors will be excluded from bidding on these procurements.</p>
2.6.1.8	<p>TO Contractor personnel shall, when assigned, manage a Major IT Development Project (MITDP) in strict compliance with all DoIT requirements and guidelines (see section 2.15 below). This includes the preparation of all deliverables listed in the state’s SDLC.</p>
2.6.1.9	<p>TO Contractor personnel shall implement organizational change management that includes a holistic approach and process for leading the Agency and its people through the planned changes from the project including:</p> <ul style="list-style-type: none"> <li>a. Building buy-in for the change(s)</li> <li>b. Anchoring the change(s) in business operations</li> <li>c. Ensuring that the people in the organization are ready, willing, and able to adopt the change(s)</li> <li>d. Managing and measuring the change(s) so that the change(s) implemented are sustained and the desired benefits of the changes are realized.</li> </ul>
2.6.1.10	<p>TO Contractor personnel shall ensure that the Project Team will collect, organize, store, and manage project documents in a central repository. This includes:</p> <ul style="list-style-type: none"> <li>a. Maintaining current and archival files (electronic and paper)</li> <li>b. Collecting and distributing information to and from stakeholders</li> <li>c. Entering updates into project tracking systems to record baseline and maintain document control</li> </ul>
2.6.1.11	<p>TO Contractor personnel shall assign other minor duties related to project management support to the Project Team. Minor duties may include:</p> <ul style="list-style-type: none"> <li>a. Responding to phone calls and email</li> <li>b. Scheduling and attending ad hoc meetings</li> <li>c. Engaging in task order performance discussions</li> <li>d. Coordinating Development Contractor invoicing</li> <li>e. Participating in Independent Verification &amp; Validation (IV&amp;V) assessments</li> </ul>

## 2.6.2 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

ID #	Non-Functional, Non-Technical Requirements
2.6.2.1	TO Contractor personnel shall complete SHA-mandated core training prior to arrival to assigned SHA facilities as described in Section 2.5.
2.6.2.2	TO Contractor personnel shall enter information into OIT's portfolio management software (Innotas) including status updates and time spent on projects. TO Contractor personnel shall develop new or modify existing reports and/or dashboards from Innotas occasionally upon request
2.6.2.3	TO Contractor personnel shall be responsible for knowledge transfer occurring on the reassignment of a project resource from one task/project to another (either permanent or temporary transfer)
2.6.2.4	TO Contractor personnel shall attend weekly Project Staffing meetings, monthly Project Management Section meetings, and monthly Project Review meetings. TO Contractor personnel shall attend other meetings upon request including but not limited to weekly OIT Project Review Committee meetings, bi-weekly LOE meetings, and monthly ITSC meetings
2.6.2.5	TO Contractor personnel shall arrange and facilitate various meetings including taking minutes
2.6.2.6	TO Contractor personnel shall assist in COTS software and/or hardware evaluations
2.6.2.7	TO Contractor personnel shall assist in research efforts supporting business analysis
2.6.2.8	TO Contractor personnel shall deliver informative, well-organized presentations
2.6.2.9	TO Contractor personnel shall become familiar with and adhere to the State's SDLC methodology established by the DoIT, for all major information system efforts.

## 2.7 WORK HOURS

- The TO Contractor's assigned personnel shall generally work an eight (8) hour day (hours to be approved in advance by the TO Manager), Monday through Friday except for State holidays (including but not limited to Service Reduction Days or mandatory State Furlough Days).
- In addition to the bullet above, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Any hours worked beyond the contractor's standard schedule shall be billed on actual time worked at the rates proposed.
- In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel shall be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor shall be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight (8) hour day or less than a forty (40) hour work week.

## 2.8 HARDWARE, SOFTWARE, AND MATERIALS

There will be no hardware, software or materials purchased under this TO.

## 2.9 PERFORMANCE EVALUATION

TO Contractor personnel will be formally evaluated by the TO Manager annually for assignments performed during that period. The established performance evaluation and standards are included as Attachment 12. The TO Contractor personnel shall maintain a minimum rating of "Exceeds Standards" in each major category of the performance evaluation (e.g., Dependability, Job Knowledge) and a minimum rating of "Meets Standards" in all individual criteria (e.g., Punctuality, Tact).

If prior to a scheduled evaluation the TO Manager determines there are issues with the performance of a TO Contractor resource, the TO Manager will follow the performance problem mitigation process (Section 2.12) to correct the issue.

## **2.10 NON PERFORMANCE OF PERSONNEL**

In the event that SHA is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in Section 2.6, the TO Contractor personnel may be removed at the TO Manager's discretion. Replacement personnel shall have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.11 SUBSTITUTION OF PERSONNEL**

The substitution of personnel shall comply with Section 2.9.6 of the CATS+ Master Contract.

## **2.12 PERFORMANCE PROBLEM MITIGATION**

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

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

## **2.13 PREMISES AND OPERATIONAL SECURITY**

- Within sixty (60) days of Notice to Proceed, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor.
- MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting TO Agreement.
- TO Contractor shall remove any employee from working on the resulting TO Agreement where the State of Maryland provides evidence to the Contractor that said employee has not adhered to the security requirements specified herein.
- Resources proposed to perform services for Maryland Aviation Administration must be capable of qualifying for and obtaining a BWI Airport Security badge to include U.S. Customs Seal and Transportation Identifications. Resources proposed to perform services for Maryland Port Authority (MPA) must comply with all MPA security requirements.
- The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

## 2.14 DELIVERABLES

### 2.14.1 DELIVERABLE SUBMISSION PROCESS

For every deliverable, the TO Contractor shall request that the TO Manager confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form (Attachment 7) with the deliverable. The TO Manager will acknowledge receipt of the deliverables via email using the provided form.

For each written deliverable the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2007 of the Agency Deliverable Acceptance Form (Attachment 8).

#### MINIMUM DELIVERABLE QUALITY

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable's content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

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

### 2.14.2 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.14.2.1	Weekly Status Reports	A MS Word document or MS Excel spreadsheet that shall document for each project: <ul style="list-style-type: none"> <li>• Activities completed,</li> <li>• Activities in progress,</li> <li>• Next week's planned activities,</li> <li>• Activities on hold,</li> <li>• Project issues</li> </ul>	Weekly by the close of business on Fridays.
2.14.2.2	Monthly MBE Reports	Completed MBE form D-5 from Attachment 2 in TORFP. This form shall accompany each monthly invoice.  Completed MBE form D-6 from Attachment 2 in TORFP. This form shall be submitted directly by the subcontractor in accordance with the instructions on the form.	Monthly by the 10th day of each month.  Monthly by the 10th day of each month with specified content and submitted directly by the subcontractor.

2.14.2.3	Professional Development Plan	A MS Word document or MS Excel spreadsheet that shall list the training to be conducted including but not limited to a title, a description, the planned completion date, and the goal / purpose of the training.	Yearly on the anniversary of the contract Notice to Proceed (NTP).
2.14.2.4	Other deliverables and work products as assigned by TO Manager	TO Contractor Personnel shall produce and contribute to other work products and deliverables as assigned by the TO Manager consistent with the scope of work described in Section 2 and any associated TO. All work products and deliverables shall be completed in a professional manner as outlined in Minimum Deliverable Quality.	As requested by TO Manager

## 2.15 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

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

## 2.16 TO CONTRACTOR PERSONNEL MINIMUM REQUIREMENTS

The following minimum requirements are mandatory for consideration of award. All experience shall be documented in MM/YY format.

### Education:

- All four (4) individuals proposed for this TO shall possess current certification as Project Managers –PMI certified Project Management Professional (PMP®) or industry equivalent. While MDOT SHA prefers the PMP® certification, equivalent certifications may be acceptable provided the Master Contractor’s proposing alternate certifications can demonstrate that they are functionally equivalent to the PMP® certification. An Industry equivalent certification must be well established (more than 10 years old) or recognized by an independent accrediting organization and require both study and a supervised examination. A certificate of completion for a training class is not sufficient. Examples of industry equivalent certifications include but are not limited to: Program Management Professional (PgMP®), PMI Agile Certified Practitioner (PMI-ACP®), Certified Information Systems Security Professional (CISSP®), Certified Business Analysis Professional (CBAP®), Software Quality Engineer Certification (CSQE®), Six Sigma (Green or Black Belt), and PRINCE2.

## Experience:

- Individuals proposed shall have experience in using software development lifecycle tools. Attachment 5 - Labor Category Personnel Resume Summaries shall demonstrate at least three (3) years' experience using these tools for requirements management, software configuration management, and testing.
- Individuals proposed for this TORFP shall have excellent verbal and written communication skills, contract management, project task coordination and organizational skills. Labor Category Personnel Attachment 5 - Summaries shall demonstrate at least three (3) years' experience where these skills were applied.
- Labor Category Personnel Attachment 5 - Summaries shall demonstrate at least five (5) years' experience leading efforts where an SDLC, either waterfall or Agile, was employed.

## **2.17 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED**

Individuals shall be experienced and familiar with the Software as a Service (SaaS) model; in particular Salesforce.com is needed. Attachment 5 - Labor Category Personnel Attachment Summaries shall demonstrate at least one (1) year experience leading efforts where a SaaS model would have been employed.

The Master Contractor shall propose individuals who possess expertise in the following types of systems typically in use at SHA: **(Examples Only)**

- AASHTO® (American Association of State Highway & Transportation Officials) Trns\*Port®, used for Construction Contract Estimating, Letting, Award, and Administration functions
- MRO Maximo®, used to manage fleet maintenance, facility maintenance and highway maintenance activities
- Cash Flow Estimating Systems
- Tracking Systems
- Materials Management Systems
- Customer Requests Management Systems
- Commodities & Materials Inventory Systems
- Cost Allocation & Reporting Systems
- Management Reporting Systems
- Permit Issuance & Administration Systems
- Project Management Systems
- Receipts & Disbursements Systems

## **2.18 INVOICING**

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Payment of invoices will be withheld if a signed Agency Acceptance of Deliverable form – Attachment 8, is not submitted. The TO Contractor shall fill out the form and email to the TO Manager for signature prior to submitting an invoice.

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

Any work performed during non-business hours shall be billed based on actual time worked at the approved TO labor rate.

### **2.18.1 INVOICE SUBMISSION**

- Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Invoices shall contain the Master Contractor's Federal Tax Identification Number (FEIN), the information described below, and under Section 2.18.2 Invoice Format.
- The TO Contractor shall submit monthly invoices for SHA/OIT approval and payment that coincide with the submission of the progress reports and required MBE reports on or before the 10th day of the month. The invoices shall identify actual hours by each person assigned to the TO during the reporting period. Invoices shall be accompanied by timesheets and paid TO Contractor invoices documenting charges for labor in accordance

with the TO Contractor Financial Proposal for the TORFP.

- 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 will be required to resubmit the entire package.
- Any documentation received after the 10th day of any month will be 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. It is the sole responsibility of the TO Contractor to ensure that all required monthly documentation is received by the 10th of each month.

### **2.18.2 INVOICE FORMAT**

- A proper invoice shall identify SHA, labor category, associated TO Agreement number and title, date of invoice, period of performance covered by the invoice, the SHA issued PO Number, a TO Contractor point of contact with telephone number and TO Contractor's FEIN.
- The TO Contractor shall send the original of each invoice and supporting documentation (e.g., itemized billing reference for employees, including detail of work hours) to:
  1. E-Mail: [sha-oit-invoices@sha.state.md.us](mailto:sha-oit-invoices@sha.state.md.us)
  2. The TO Manager's name **shall** be shown on the E-mail Subject Line
- 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 sixty (60) calendar days from the TO Agreement termination date.

### **2.18.3 WORK ORDER PROCESS**

- A) Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order request (See Attachment 16) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the resource needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Acceptance criteria for the deliverables
  - 4) Due date and time for submitting a response to the request
  - 5) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A Price to complete the Work Order Request using the format provided in Attachment 16.
  - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - 4) An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel.
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.

- E) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish Attachment 5 – Labor Category personnel Resume Summary of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

**2.19 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10th day of each month. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the Subcontractor to SHA. SHA will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

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# SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

## 3.1 REQUIRED RESPONSE

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

## 3.2 FORMAT

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

### 3.2.1 TO TECHNICAL PROPOSAL

#### A. Proposed Services

1. Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

#### B. Proposed Personnel and TORFP Staffing Plan

**The TO proposal must contain exactly four (4) personnel in order to be considered susceptible for award.**

1. Provide Attachment 5 – Labor Category Personnel Resume Summary for each of the four (4) proposed personnel by labor category. The summaries shall include the dates from and to (in MM/YY format) which must equal or exceed each identified mandatory time requirement. If a resource has a separation of work experience for a particular requirement, you must enter multiple dates from and to for each work experience to account for the requirement. It shall also demonstrate prominently the minimum required qualifications as specified in Section 2.16. The Attachment 5 should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
  - a. Include the following for each engagement:
    - i. Name
    - ii. Company / Organization
    - iii. Job Title
    - iv. Start and end dates (MM/YY format)
    - v. Location (Optional)
    - vi. Work Description
  - b. Any other experience
  - c. Education / training starting with the latest degree / certification
2. Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
3. Provide a Staffing Plan that contains the following:
  - a. Supporting descriptions for all labor categories in response to this TORFP
  - b. Process of locating and bringing on board resources that meet the needs of Section 2 – Scope of Work, particularly one additional PM resource.

c. Description of approach for quickly substituting qualified personnel after start of Task Order

C. MBE Participation

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

D. Subcontractors

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

E. Master Contractor and Subcontractor Experience and Capabilities

1. Provide a minimum of one (1) and a maximum of three (3) examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example shall include contact information for the client organization complete with the following:
  - a. Name of organization.
  - b. Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
  - c. Type and duration of contract(s) supporting the reference.
  - d. Services provided as they relate to Section 2 - Scope of Work.
  - e. Start and end dates for each example project or contract (MM/YY to MM/YY).
  - 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:
  - a. Name of organization.
  - b. Point of contact name, title, and telephone number (point of contact shall be accessible and knowledgeable regarding experience).
  - c. Services provided as they relate to Section 2 - Scope of Work.
  - d. Start and end dates for each example project or contract (MM/YY to MM/YY). If the Master Contractor is no longer providing the services, explain why not.
  - e. Dollar value of the contract.
  - f. Whether the contract was terminated before the original expiration date.
  - g. Whether any renewal options were not exercised.

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

F. Professional Development Plan

Provide plan on how Master Contractor will ensure continued Professional Development as defined in Section 2.4 for on-site contractor proposed personnel.

G. Confidentiality

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

### 3.2.2 TO FINANCIAL PROPOSAL

- A. A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Proposal).
- B. Completed Attachment 1 - Price Proposal with all rates fully loaded.  
List labor categories proposed based on the time and materials basis of the TORFP. Financial evaluation will be based on a 1,960 hours per year basis per labor category proposed and an overall financial impact. Proposed rates are fully loaded and are not to exceed the rates defined in the Master Contract. State pricing is valid for 120 days. The price sheet shall not be altered in any way. The Price Proposal form will be sent in PDF or Word format as a separate Attachment.
- C. Proposed rates are not to exceed the rates defined in the Master Contract. Pricing shall be valid for 120 days.

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

### **4.1 OVERVIEW**

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

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

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

- Personnel experience required in Section 3.2.1.B.1.
- The Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.2.1.E.
- The Master Contractor's understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.
- The Staffing Plan describing the ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP as specified in Section 3.2.1.B.
- Professional Development Plan as specified in Section 3.2.1.F.

### **4.3 SELECTION PROCEDURES**

- TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.16, and quality of responses to Section 3.2.1 TO Technical Proposal.
- All TO Proposals that do not meet required qualifications will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- The State will conduct interviews of all personnel proposed in each TO Proposal that meets required qualifications. Interviews will be conducted in person.
- Qualified TO Proposals with resource(s) were deemed technically qualified shall have their TO Financial Proposal considered. Their financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will have equal weight to price.
- All Master Contractors who proposed shall receive written notice from the TO Procurement Officer identifying the awardee.

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

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

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# ATTACHMENT 1 –PRICE PROPOSAL

## PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP #J02B3400061 LABOR CATEGORIES

*Prices are to be valid for 120 days*

Rates listed shall be fully loaded rates.

Financial evaluation will be based on a 1,960 hours per year basis per labor category proposed and an overall financial impact. The Labor Category Future Additional Resource. Master Contractors shall propose one or more CATS+ Labor Categories to support Future Additional Resources for this TORFP.

For evaluation purposes, allocate exactly the number of hours specified for future additional resources in each TO Term. Future additional resources must be assigned a CATS+ Labor Category but the Master Contractor is not required to specify which labor category until the time of the Work Order. Therefore, Master Contractors should include as part of future additional resources any CATS+ Labor Category that might reasonably be utilized to fulfill the scope of this TORFP.

	A	B	C
Labor Categories	Fully Loaded Hourly Labor Rate	Total Class Hours Annually Estimated! *Hours adjusted based on State Holidays and State mandated service reduction days.	Total Proposed CATS+ TORFP Price
<b>Term 1 - Notice to Proceed – April 21, 2014</b> (Year 1 Master Contract rates apply here)			
<i>Resource #1 Name / CATS+ Labor Category</i>	\$	572	\$
<i>Resource #2 Name / CATS+ Labor Category</i>	\$	572	\$
<i>Resource #3 Name / CATS+ Labor Category</i>	\$	572	\$
<i>Resource #4 Name / CATS+ Labor Category</i>	\$	572	\$
<b>TO Term 1 Resources Subtotal</b>	-	-	\$
<b>FUTURE ADDITIONAL RESOURCES (Guaranteed only for 1 additional Project Manager) Allocate exactly 572 hours among CATS+ labor categories.</b>			
<i>CATS+ Labor Category</i>	\$	572	\$
<i>CATS+ Labor Category</i>	\$	0	\$
<b>TO Term 1 Additional Resources Subtotal</b>	-	572	\$
<b>Total Term #1 (Term 1 Resources + Additional Resources)</b>			<b>\$</b>
<b>Term 2 – April 22, 2014 – April 21, 2015</b> (Year 2 Master Contract rates apply here)			
<i>Resource #1 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #2 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #3 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #4 Name / CATS+ Labor Category</i>	\$	1960	\$
<b>TO Term 2 Resources Subtotal</b>	-	-	\$
<b>FUTURE ADDITIONAL RESOURCES (Guaranteed only for 1 additional Project Manager) Allocate exactly 1960 hours among CATS+ labor categories.</b>			

<i>CATS+ Labor Category</i>	\$	1960	\$
<i>CATS+ Labor Category</i>	\$	0	\$
<b>TO Term 2 Additional Resources Subtotal</b>	-	1960	\$
<b>Total Term #2 (Term 2 Resources + Additional Resources)</b>			\$
<b>Term 3 – April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)</b>			
<i>Resource #1 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #2 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #3 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #4 Name / CATS+ Labor Category</i>	\$	1960	\$
<b>TO Term 3 Resources Subtotal</b>	-	-	\$
<b>FUTURE ADDITIONAL RESOURCES (Guaranteed only for 1 additional Project Manager) Allocate exactly 1960 hours among CATS+ labor categories.</b>			
<i>CATS+ Labor Category</i>	\$	1960	\$
<i>CATS+ Labor Category</i>	\$	0	\$
<b>TO Term 3 Additional Resources Subtotal</b>	-	1960	\$
<b>Total Term #3 (Term 3 Resources + Additional Resources)</b>			\$

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>Term 4 – April 22, 2016 – April 21, 2017 (Year 4 Master Contract rates apply here)</b>			
<i>Resource #1 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #2 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #3 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #4 Name / CATS+ Labor Category</i>	\$	1960	\$
<b>TO Term 4 Resources Subtotal</b>	-	-	\$
<b>FUTURE ADDITIONAL RESOURCES (Guaranteed only for 1 additional Project Manager) Allocate exactly 1960 hours among CATS+ labor categories.</b>			
<i>CATS+ Labor Category</i>	\$	1960	\$
<i>CATS+ Labor Category</i>	\$	0	\$
<b>TO Term 4 Additional Resources Subtotal</b>	-	1960	\$
<b>Total Term #4 (Term 4 Resources + Additional Resources)</b>			\$
<b>Term 5 – April 22, 2017 – April 21, 2018 (Year 5 Master Contract rates apply here)</b>			
<i>Resource #1 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #2 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #3 Name / CATS+ Labor Category</i>	\$	1960	\$
<i>Resource #4 Name / CATS+ Labor Category</i>	\$	1960	\$
<b>TO Term 5 Resources Subtotal</b>	-	-	\$

<b>FUTURE ADDITIONAL RESOURCES (Guaranteed only for 1 additional Project Manager) Allocate exactly 1960 hours among CATS+ labor categories.</b>			
<i>CATS+ Labor Category</i>	\$	1960	\$
<i>CATS+ Labor Category</i>	\$	0	\$
<b>TO Term 5 Additional Resources Subtotal</b>	-	1960	\$
<b>Total Term #5 (Term 5 Resources + Additional Resources)</b>			\$
<b>Term 6 – April 22, 2018 – 5 years from Notice to Proceed (Year 6 Master Contract rates apply here)</b>			
<i>Resource #1 Name / CATS+ Labor Category</i>	\$	1388	\$
<i>Resource #2 Name / CATS+ Labor Category</i>	\$	1388	\$
<i>Resource #3 Name / CATS+ Labor Category</i>	\$	1388	\$
<i>Resource #4 Name / CATS+ Labor Category</i>	\$	1388	\$
<b>TO Term 6 Resources Subtotal</b>	-	-	\$
<b>FUTURE ADDITIONAL RESOURCES (Guaranteed only for 1 additional Project Manager) Allocate exactly 1388 hours among CATS+ labor categories.</b>			
<i>CATS+ Labor Category</i>	\$	1388	\$
<i>CATS+ Labor Category</i>	\$	0	
<b>TO Term 6 Additional Resources Subtotal</b>	-	1388	\$
<b>Total Term #6 (Term 6 Resources + Additional Resources)</b>			\$
<b>Total Evaluated Price (5 year)</b>			<b>\$</b>

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

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

\_\_\_\_\_  
Title

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

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. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include all overhead and travel expenses. The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours. Actual hours will be compensated at the total number of hours performed. This form shall not be altered in any way and shall be submitted in .PDF or Word format.

SUBMIT WITH THE TO FINANCIAL PROPOSAL

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

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

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

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

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

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

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

**3. Information Provided to MBE firms**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

# ATTACHMENT 2 - MDOT MBE FORM D-2

## STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE

### PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 3

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

#### FORM INSTRUCTIONS

#### PLEASE READ BEFORE COMPLETING THIS FORM

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

## ATTACHMENT 2 - MDOT MBE FORM D-2

### STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE

## PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

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

## ATTACHMENT 2 - MDOT MBE FORM D-2

### STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE

## PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 3 OF 3

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

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

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

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

# ATTACHMENT 2 - MDOT MBE FORM D-2

## STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE

### PART 2 – MBE PARTICIPATION SCHEDULE

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

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

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

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

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

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

# ATTACHMENT 2 - MDOT MBE FORM D-2

## STATE-FUNDED CONTRACTS MBE PARTICIPATION SCHEDULE

### PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

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

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

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

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

---

Company Name

---

Signature of Representative

---

Address

---

Printed Name and Title

---

City, State and Zip Code

---

Date

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

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

**4. Please Check One:**

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

**5. Please Check One:**

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

This form is to be completed monthly by the prime

## Attachment 2, Form D-5

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

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due to the MBE Officer by the 10<sup>th</sup> of the month following the month the services were provided.</b>  <b>Note: Please number reports in sequence</b>	Contract #: <u>J02B3400061</u> Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

Prime Contractor:		Contact Person																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
<b>List all payments made to MBE subcontractor named above during this reporting period:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	<b>List dates and amounts of any outstanding invoices:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="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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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
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):**

	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us
--	--

This form must be completed by  
MBE subcontractor

## ATTACHMENT 2, Form D-6

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

Report#: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 10<sup>th</sup> of the month following the month the services were performed.</b>	Contract #J02B3400061 Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:
---	---

MBE Subcontractor Name:																															
MDOT Certification #:																															
Contact Person:		Email:																													
Address:																															
City:	State:	ZIP:																													
Phone:	FAX:																														
<b>Subcontractor Services Provided:</b>																															
<b>List all payments received from Prime Contractor during reporting period indicated above.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Paid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Paid: \$</b> _____			<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 55%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="3"><b>Total Dollars Unpaid: \$</b> _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			<b>Total Dollars Unpaid: \$</b> _____		
	<u>Invoice Amt</u>	<u>Date</u>																													
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1.																															
2.																															
3.																															
<b>Total Dollars Unpaid: \$</b> _____																															
Prime Contractor:		Contact Person:																													

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

	Clemon Hammie, M/DBE Manager c/o Earle Beale, Equal Opportunity Compliance Officer Maryland Department of Transportation State Highway Administration Office of Equal Opportunity 211 E. Madison Street, MLL3 Baltimore, MD 21202 Email: ebeale@sha.state.md.us
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

# ATTACHMENT 3 – TASK ORDER AGREEMENT

## CATS+ TORFP #J02B3400061 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the State Highway Administration, as identified in the CATS+ TORFP #J02B3400061.
- b. “CATS+ TORFP” means the Task Order Request for Proposals #J02B3400061, dated MONTH DAY, YEAR, including any addenda.
- c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 21, 2013.
- d. “TO Procurement Officer” means Joseph Palechek. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between the State Highway Administration and TO Contractor.
- f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
- g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
- i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
- j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.

2. Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with, or supercede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS+ TORFP
- c. Exhibit B – TO Technical Proposal
- d. Exhibit C – TO Financial Proposal

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

### 3. Time for Performance

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

### 4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed the total amount of the task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, STATE HIGHWAY ADMINISTRATION

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

\_\_\_\_\_  
Date

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

# ATTACHMENT 5 – LABOR CATEGORY PERSONNEL RESUME SUMMARY

Page 1 of 2

## INSTRUCTIONS:

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

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

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



## ATTACHMENT 6 – NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement # Director of Procurement

Dear TO Contractor Contact:

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

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

Sincerely,

TO Manager

Task Order Manager

Enclosures (2)

cc: Joseph Palechek

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

# ATTACHMENT 7 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Project Management Resources

TO Agreement Number: #J02B3400061

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

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

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

Name of TO Manager: Daniel Joines

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

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

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

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

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

SUBMIT AS REQUIRED IN THE TORFP.

# ATTACHMENT 8 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Highway Administration

TORFP Title: Project Management Resources

TO Manager: Daniel Joines 410-545-8033

**To:**

The following deliverable, as required by TO Agreement #J02B3400061, has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

**Is accepted as delivered.**

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

# ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS+ TORFP #J02B3400061 for Project Management Resources. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN THE TORFP

# ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

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

## RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Project Management Resources TORFP No. J02B3400061 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

**TO Contractor/TO Contractor’s Personnel:**

**State Highway Administration:**

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

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

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

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

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

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

**SUBMIT AS REQUIRED IN THE TORFP**

**EXHIBIT A - Disclosure of Confidential Information**

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

Printed Name and Address  
of Employee or Agent

Signature

Date

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## ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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



## ATTACHMENT 12 – PERFORMANCE EVALUATION

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager's Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score		10		6 - 5	4 - 3	2	
<b>Rating for Dependability</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		10 - 9	8 - 7	6 - 5	4 - 3	2	
<b>Rating for Initiative</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score		21 - 20	19 - 17	16 - 13	12 - 8	7 - 5	
<b>Rating for Interpersonal Relationships</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with TO Manager		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Total Raw Score							=
Total Raw Score		20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices		5	4	3	2	1	+
Organizational Skills		5	4	3	2	1	+
Equipment / Technology		5	4	3	2	1	+
Terminology		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4		
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUALITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Accuracy		5	4	3	2	1	+
Work Process / Product / Services		5	4	3	2	1	+
Working Under Pressure		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>JOB QUANTITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	5	4	3	2	1		
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

DEPENDABILITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> latenesses have impact upon operations	Frequently not punctual, <u>or</u> latenesses have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit

INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive out-look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

<b>JOB KNOWLEDGE</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
<b>Policies/ Procedures/ Practices</b>	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
<b>Organizational Skills</b>	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
<b>Equipment/ Technology</b>	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
<b>Terminology</b>	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions

<b>JOB QUANTITY</b>	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

# ATTACHMENT 13 - CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+). Please see DoIT website for full description.
  
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS+ Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

# ATTACHMENT 14 – CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

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

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

**ATTACHMENT 15 - LIVING WAGE AFFIDAVIT OF AGREEMENT**

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

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

Address \_\_\_\_\_

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

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

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

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

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

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. \_\_\_\_\_(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):
  - All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
  - All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
  - All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_

## ATTACHMENT 16 – SAMPLE WORK ORDER

<b>WORK ORDER</b>		<b>Work Order #</b>	<b>Contract #</b>		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.					
<u>Purpose</u>					
<u>Statement of Work Requirements:</u>  <u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>  <div style="text-align: center; background-color: #e0e0e0; padding: 5px;"> <b>Deliverables are subject to review and approval by AGENCY prior to payment.</b>  <i>(Attach additional sheets if necessary)</i> </div>					
<u>Start Date</u>		<u>End Date</u>			
<b>Cost</b>					
Description for Task / Deliverables		Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed			\$
<b>TO Contractor</b>			<b>AGENCY Approval</b>		
<hr/> <i>(Signature)</i> TO Contractor Authorized Representative (Date)			<hr/> <i>(Signature)</i> AGENCY TO Manager (Date)		
<b>POC</b>		<i>(Print Name)</i>			
<b>Telephone No.</b>		<b>TO Manager</b>			
<b>Email:</b>		<i>(Print Name)</i>			
		<b>Telephone No.</b>			
		<b>Email:</b>			