

# Request for Resume (RFR) for Project Manager (PM)

## CATS+ Master Contract

### All Master Contract Provisions Apply

Section 1 –General Information			
<b>RFR Number:</b> (Reference BPO Number)	J05B4400002		
<b>Functional Area</b> (Enter One Only)	FA 10 – IT Management Consulting Services		
Labor Category/s			
<p><i>A single support staff or support groups of up to five members may be engaged for up to six months without renewal options. Awards for Major IT Development Project (MITDP)/Program Manager/Deputy PMs may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in the CATS+ RFP.</i></p>			
Labor category/s to be provided:			
<b>1. Project Manager (PM)</b>			
<b>Anticipated Start Date</b>	November 4, 2013		
<b>Duration of Assignment</b>	Up to five (5) years		
<b>Designated Small Business Reserve?(SBR):</b> (Enter “Yes” or “No”)	Yes		
<b>MBE Goal, if applicable</b>	% 0		
<b>Issue Date:</b> mm/dd/yyyy	September 18, 2013	<b>Due Date:</b> mm/dd/yyyy	October 11, 2013
		<b>Time (EST):</b> 00:00 am/pm	2:00 p.m. (local time)
<b>Place of Performance:</b>	Maryland Transit Administration (MTA) 6 Saint Paul Street, Baltimore, MD 21202		
<b>Special Instructions:</b> (e.g. interview info, attachments, etc.)	Candidates must meet all the minimum qualification. In person interviews will be conducted by a panel of three people using a standard set of questions.		
<b>Security Requirements</b> (if applicable):	Selected personnel shall pass background check and obtain a State ID badge.		
Invoicing Instructions			
<ol style="list-style-type: none"> <li>1. After the end of each month, the Master Contractor shall complete the top portion of the Performance Evaluation Form (PEF) (Attachment 4) and send it to the Agency Task Order (TO) Manager. Supporting timesheets and activity reports may also be required in conjunction with the PEF.</li> <li>2. The Agency TO Manager shall enter performance ratings and return the PEF to the Master Contractor.</li> <li>3. Upon receipt of a PEF containing an “Average / Overall Rating” of 3 or higher (out of 5), the Master Contractor shall send a copy of the PEF with an invoice to the Agency TO Manager.</li> <li>4. If the PEF contains an Average / Overall Rating below 3, invoicing by the Master Contractor is <u>not authorized</u> and shall not resume until performance issues are mitigated to the Agency TO Manager’s satisfaction.</li> <li>5. The Master Contractor shall invoice as follows: <ul style="list-style-type: none"> <li>• Hourly Labor Rate: Task Orders awarded at the Hourly Labor Rate shall be invoiced monthly for actual hours x Labor Rate.</li> </ul> </li> <li>6. Invoices shall have the Master Contractors Fed ID#, remit address and RFR J05B4400002 on all invoices. Invoices shall comply with all requirements of Section 2.8 of the CATS+ Master Contract RFP.</li> </ol>			

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Section 2 – Procurement Officer (PO) Information			
<b>Agency / Division Name:</b>	Maryland Department of Transportation (MDOT) Maryland Transit Administration (MTA) - Information Technology Group		
<b>Agency PO Name:</b>	Joseph Palechek	<b>Agency POC Phone Number:</b>	410-865-1129
<b>Agency PO Email Address:</b>	jpalechek@mdot.state.md.us	<b>Agency POC Fax:</b>	410-865-1388
<b>Agency PO Mailing Address:</b>	7201 Corporate Center Drive, Hanover MD 21076		
Section 3 – Scope of Work			
Background			
<p>The MTA operates and supports transit operations across the state of Maryland. The transportation modes include Local Bus, Metro/subway, Light Rail, Mobility/Para transit, MARC Train, and Commuter Bus. The MTA currently employs approximately 3600 State and MTA Union individuals. The 2400 MTA Union employees are paid directly by the MTA through our current legacy Payroll system which was programmed in the early 1990s using a series of Fortran, Unix, and Informix, programs and scripts. This legacy system is plagued with technical problems, and is several years past its useful life. Due to the extreme high risk of failure the MTA is seeking to replace this legacy system with a more modern MTA Union Payroll System (MTAUPS).</p> <p>The MTAUPS is a new Major IT Project that has already begun with the development of several reports, current business flow document, and requirement documents generated by previous System Architectural Specialist via a TORFR with a background in Payroll Management System and Unix. Unfortunately this specialist did not produce these documents in the DoIT Specified word document formats and therefore this is currently holding up the overall project. Therefore the MTA is looking to obtain the help of a Project Manager to convert the current information into the Standard DoIT SDLC documents for Phase 1-4. This includes the creation of additional documentation, which were not created but required as a minimum in order to move this project forward. This includes, the development of a full Initial High level project management plan and base line schedule, re-documenting the “As is” functionality/processes of the current system and defining/documenting the “To Be” functionality/processes to what is generally found in most the existing industry standard Payroll/HR system in the current market place. The initial delivery will be a completed re-documentation of the high level functional and non-functional requirements of the MTAUPS.</p>			
Job Description/s			
Labor Category/s (From Section 1 Above)	Duties / Responsibilities		
1. Project Manager (PM)	<p>This position reports directly to the MTA IT Applications Manager and is responsible for the creation of all required DoIT SDLC documents for Phases 1 to 4. The Position will work with the assigned MTA IT Project Manager and have a shared responsibility of overall project planning, governance and management. Duties will focus on insuring the DoIT documentation is in an acceptable format.</p> <p>The individual shall ensure the appropriate application of the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK) and the State’s SDLC waterfall methodology in managing this project.</p> <p>The Project Manager shall work collaboratively with the project stakeholder group and the current assigned MTA IT Project Manager to verify the business processes, requirements and specifications, re-write procurements as necessary, provide project management services for the MTAUOPS project and assist in monitoring project progress.</p> <p>Duties include, but are not limited to:</p>		

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	<ul style="list-style-type: none"> <li>a. Preparing scope and requirements documents</li> <li>b. Working collaboratively with State staff (contractors and State employees)</li> <li>c. Prepare business processes, functional and non-functional requirements and associated procurement re-writes to secure the appropriate vendor for COTS and/or SaaS solution,</li> <li>d. Creating and regularly updating project schedules, staff task work plans, issues list, risk lists, and other documents required by DoIT for management and governance of information technology projects,</li> <li>e. Maintain standard project management SDLC waterfall documentation using the requirement templates for the Maryland Department of Information Technology (MITDP),</li> <li>f. Communicate effectively with stakeholder, explaining the DoIT SDLC waterfall methodology in a way that non-IT Project Management type individuals can understand,</li> <li>g. Manage the entire project success and assure the successful attainment of each and every goal set out at the onset of the project,</li> <li>h. Complete other duties as assigned.</li> </ul> <p><i>See ATTACHMENT 3 for a detailed description of duties, responsibilities and deliverables.</i></p>
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### Minimum Qualifications

For minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. In addition, qualified candidates must meet the minimum qualifications specified below. **Candidates that do not meet minimum qualifications will be deemed not reasonably susceptible for award and will not progress to full evaluation.**

Labor Category/s (From Section 1 Above)	Minimum Qualifications
1. Project Manager	<p><b>Education:</b></p> <ul style="list-style-type: none"> <li>• Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.</li> </ul> <p><b>General Experience:</b></p> <ul style="list-style-type: none"> <li>• At least five (5) years of experience in project management.</li> <li>• PMI certification as a PMP.</li> </ul> <p><b>Specialized Experience:</b></p> <ul style="list-style-type: none"> <li>• At least five (5) years of experience in managing IT related projects.</li> <li>• Must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.</li> <li>• AND at least two (2) years of experience with planning a COTS and/or SaaS financial system from a legacy system, preferable Payroll related.</li> </ul>

### Preferred Qualifications

The additional Experience/Knowledge/Skills listed below are preferred by the State.

Labor Category/s	Preferred Qualifications
1. Project Manager	<p><b>General Experience:</b></p> <ul style="list-style-type: none"> <li>• Candidate demonstrates knowledge and understanding of common challenges COTS or SaaS integration,</li> <li>• Candidate demonstrates an understanding of how to manage application configurations to meet requirements for reports, interfaces, data conversion and added functionality,</li> <li>• Experience with projects that combine COTS implementations with custom</li> </ul>

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	<p>software development,</p> <ul style="list-style-type: none"> <li>• Demonstrate how to achieve desired customization without losing COTS upgradeability,</li> <li>• Successful past experience leading troubled projects back to health and ultimately successful completion,</li> <li>• Strong understanding of the complete systems development lifecycle from project inception through operations and maintenance,</li> <li>• Experience managing project scope and business requirements change,</li> <li>• Experience monitoring, evaluating, and reporting on project quality and performance.</li> <li>• Project management and leadership skills in leading personnel through the delivery of complex projects,</li> <li>• Strong decision making and problem solving skills and experience with project delivery,</li> <li>• Preference for one (1) or more years of experience in Payroll related project or systems,</li> <li>• Experience in expediting the DoIT’s SDLC waterfall process as best as possible,</li> <li>• Excellent business and analysis skills,</li> <li>• Excellent English communication skills</li> </ul>
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### Section 4 - Required Submissions

**NOTE:**

- Master Contractors may propose only one candidate for each position requested.
- Master Contractors electing not to propose in response to the RFR must submit a “Master Contractor Feedback Form” via the “Master Contractor Login” on the CATS+ web site.
- Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:

**Email 1 of 2 with “Technical Response”: Master Contractor Name, RFR number, & candidate name in the subject line**

- Resume for each labor category described in the RFR (Attachment 1)
- Conflict of Interest Affidavit (Attachment 5)
- Non-Disclosure Agreement (Offeror) (Attachment 7)
- MBE Forms D-1 and D-2 (Attachment 8, **If Applicable**)
- Criminal Background Check Affidavit (Attachment 10)
- Small Business Reserve Affidavit (Attachment 11)
- Three (3) current references that can be contacted for performance verification of the submitted consultant’s work experience and skills. Telephone number and email address of reference is needed.
- Professional Certifications

**Email 2 of 2 with “Financial”: Master Contractor Name, RFR number, & candidate name in the subject line**

- Price Proposal (Attachment 2)
- Certification Regarding Investments in Iran (Attachment 9)

1. Copy of current PMI certificate
2. Resume showing evidence of all skills listed in Section 3 – Scope of Work – Completed in Attachment 1
3. Statement within the Price Proposal that rate is all inclusive – Use Attachment 2 for the Price Proposal. Submit in PDF format.
4. Three (3) references that can be contacted for performance verification of the submitted consultant’s work experience and skills. References must be accessible and knowledgeable regarding consultant’s work.

### Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

**(Provide a list of evaluation criteria in descending order of importance)**

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1. Specific work experience and relevant technical expertise as indicated in Attachment 1 and in the interview (minimum qualifications must be listed in Attachment 1).

2. Training, education, and certification

3. Reference

4. Price

### Section 6 - Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering both price and the evaluation factors set forth in the RFR. The Agency PO will initiate and deliver a Task Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

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### ATTACHMENT 1 RFR RESUME FORM RFR #J054400002

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR. If the RFR requests multiple Labor Categories, use a separate resume form for each proposed candidate.

Labor Category **Project Manager (PM)**  
(from Section 1 of the RFR)

Candidate Name:

Master Contractor:

#### A. Education / Training

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

#### B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the RFR. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] *Description of Work...*  
 [Title / Role]  
 [Period of Employment / Work]  
 [Location]  
 [Contact Person (Optional if current employer)]

[Organization] *Description of Work...*  
 [Title / Role]  
 [Period of Employment / Work]  
 [Location]

<add lines as needed>

#### C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

#### D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			



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**ATTACHMENT 2 - PRICE PROPOSAL**

**RFR #J05B4400002**

(This form is to be filled out by Master Contractors - Submit with the Financial Response)

<b>Period 1 - Notice to Proceed – April 21, 2014 (Year 1 Master Contract rates apply here)</b>			
<b>CATS+ Labor Category</b>	<b>A</b>	<b>B</b>	<b>C</b>
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 1 Evaluation Price (A x B)
Project Manager (PM)	\$	1167	\$
Total Period 1 Evaluation Price:			
<b>Period 2 - April 22, 2014 – April 21, 2015 (Year 2, Master Contract rates apply here)</b>			
<b>CATS+ Labor Category</b>	<b>A</b>	<b>B</b>	<b>C</b>
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 2 Evaluation Price (A x B)
Project Manager (PM)	\$	2000	\$
Total Period 2 Evaluation Price:			
<b>Period 3 - April 22, 2015 – April 21, 2016 (Year 3 Master Contract rates apply here)</b>			
<b>CATS+ Labor Category</b>	<b>A</b>	<b>B</b>	<b>C</b>
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 3 Evaluation Price (A x B)
Project Manager (PM)	\$	2000	\$
Total Period 3 Evaluation Price:			
<b>Period 4 – April 22, 2016 – April 21, 2017 (Year 4 Master Contract rates apply here)</b>			
<b>CATS+ Labor Category</b>	<b>A</b>	<b>B</b>	<b>C</b>
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 4 Evaluation Price (A x B)
Project Manager (PM)	\$	1000	\$
Total Period 4 Evaluation Price:			
<b>Period 5 – April 22, 2017 – April 21, 2018 (Year 5 Master Contract rates apply here)</b>			
<b>CATS+ Labor Category</b>	<b>A</b>	<b>B</b>	<b>C</b>
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 5 Evaluation Price (A x B)
Project Manager (PM)	\$	1000	\$
Total Period 5 Evaluation Price:			

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<b>Period 6 – April 22, 2018 – 5 years from notice to proceed (Year 6 Master Contract rates apply here)</b>			
<b>CATS+ Labor Category</b>	<b>A</b>	<b>B</b>	<b>C</b>
	Fully Loaded Hourly Labor Rate	Evaluation Hours	PERIOD 6 Evaluation Price (A x B)
Project Manager (PM)	\$	833	\$
Total Period 6 Evaluation Price:			
<b>Total RFR Price (Sum of Periods 1-6 Prices):</b>			<b>\$</b>

\_\_\_\_\_

Authorized Individual Name

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

\_\_\_\_\_

Company Tax ID #

The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Both rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Pricing shall be valid for 120 days. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced. Do not alter this form.

Proposed labor categories must be from those described in the CATS+ Master Contract and must correspond to the resume/s provided.

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**ATTACHMENT 3 - DUTIES & RESPONSIBILITIES**

**PROJECT MANAGER (PPM)**

**RFR #J05B4400002**

**1. ROLE DEFINITIONS** - The purpose of this section is to distinguish among the roles interacting with the PM obtained through this RFR.

A.	Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award.
B.	TO Manager – State staff person who oversees the PM’s work performance and administers the TO once it is awarded.
C.	TO Contractor – The CATS+ Master Contractor awarded a TO as a result of this RFR. The TO Contractor shall provide the PM resource and be accountable for PM work performance under the TO.
D.	Project Manager (PM) – The person provided by the TO Contractor as a result of this RFR. The PM is responsible for overall project planning and execution. The PM is responsible for performing the duties and responsibilities described in ATTACHMENT 3, and for completing all requirements and deliverables under the TO. The PM reports to the Senior Project Manager and shall oversee and direct the Project Teams members made up of State and contractual personnel.
E.	Other Project Contractors – The Contractors responsible for project implementation, including their PM and other personnel assigned to the project. The Contractors report to the PM for project purposes with oversight by the TO Manager.
F.	MTA IT Project Manager – The State Staff person who is overseeing the overall MTAUPS project as well as managing the current Payroll System Enhancements projects. This role is currently being preformed by the To Manager, but will be a separate individual in the near future. The PM will work closely with this individual.

**2. PROJECT MANAGER DUTIES AND RESPONSIBILITIES**

The PM shall oversee and direct the project teams comprised of current State and contractual personnel. Responsibilities include overall project governance and direction, technical architecture, and risk management as needed. Duties shall focus on project monitoring, project execution, project control, team integration, change integration, and corrective action as needed. The position shall ensure the application of PMI’s PMBOK as well as the State of Maryland’s Information Technology Security Policy and Standards, Enterprise Architecture, and SDLC standards in managing the project.

The PM shall report to the assigned MTA IT Project Manager and perform the tasks described in the table below. The PM shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the MTA IT Project Manager. PM performance shall be rated by the State each month, based on performance in the nine PMBOK knowledge areas as applied to the Project, and the quality of the written deliverables described in Section 7 below.

The PM shall be accountable for the creation of any and all written deliverables that do not exist for the project, and for the updating or converting those that do exist. The PM shall ensure that all deliverables are consistent with standards in the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) (see Section 3 below).

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2.1	Become thoroughly knowledgeable on all aspects of the MTAUPS Project including technical knowledge of software applications currently being utilized by the project.
2.2	<p>Implement organizational change management that includes a holistic approach and process for leading the Agency(ies) and its people through the planned changes from the EBS project including:</p> <ul style="list-style-type: none"> <li>• Building buy-in for the change(s);</li> <li>• Anchoring the change(s) in business operations;</li> <li>• Ensuring that the people in the organization are ready, willing, and able to adopt the change(s); and</li> <li>• 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>
2.3	<p>Perform Project Management consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC. Manage and integrate project resources including oversight of the project team. Exercise PM best practices for the project and oversee project activities consistent with the nine knowledge areas including:</p> <ul style="list-style-type: none"> <li>• Procurement Management - consisting of procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities.</li> <li>• Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.</li> <li>• Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.</li> <li>• Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.</li> <li>• Cost Management - consisting of resource planning, cost estimating, budgeting and cost control activities.</li> <li>• Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities.</li> <li>• Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.</li> <li>• Quality Management - consisting of quality planning, quality assurance and quality control activities.</li> <li>• Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.</li> </ul>
2.4 *	<p>Create and provide input and updates to the <b><i>Project Management Plan (Deliverable 7.1)</i></b>.</p> <ul style="list-style-type: none"> <li>• Ensure that plan components adequately document how the project will be executed, monitored and controlled.</li> <li>• Ensure that the plan adequately defines the managerial, technical, and supporting processes and activities necessary for sound project development.</li> <li>• Ensure that the plan adequately covers topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the project.</li> </ul>
2.5 *	<p>Create and provide input and updates to the <b><i>Work Breakdown Structure (WBS) (Deliverable 7.2)</i></b> consistent with PMBOK standards for all project work.</p>
2.6 *	<p>Create and provide input and updates to the <b><i>Integrated Master Schedule (Deliverable 7.3)</i></b> based on the</p>

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	<p>WBS (see 2.5 above) and usable for tracking project activities.</p> <ul style="list-style-type: none"> <li>• This schedule shall include all project management, agency and contractor activities in sufficient detail to manage the project.</li> <li>• The schedule shall include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities.</li> <li>• The activities duration in the master schedule shall be at appropriate level of granularity to manage and track project progress.</li> </ul>
2.7 *	<p>Create and provide input and updates to the <b>Communications Management Plan (Deliverable 7.4)</b> for all project stakeholders.</p> <ul style="list-style-type: none"> <li>• Include stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan.</li> <li>• Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.</li> </ul>
2.8 *	<p>Create and provide input and updates to the <b>Risk Management Plan (RMP) and Risk Registry (Deliverable 7.5)</b>.</p> <p>At a minimum the RMP shall:</p> <ul style="list-style-type: none"> <li>• Identify and prioritize potential risks to successful completion of the SDLC Phases.</li> <li>• Incorporate pertinent risk information found in the Master Project Status Report (see 2.15 below).</li> <li>• Include a Risk Registry of all project risks that will be updated throughout the project.</li> </ul>
2.9	<p>Develop, document and implement escalation and resolution processes for the project and communicate the process to all stakeholders</p>
2.10 *	<p>Ensure the Project Team has created and is updating a <b>Deliverable Comments Matrix (DCM) (Deliverable 7.6)</b> for each deliverable or SDLC product provided by each Project Contractor’s primary point of contact.</p> <ul style="list-style-type: none"> <li>• Ensure that the Project Teams review, and coordinates the review among appropriate stakeholders, of Project deliverables for completeness and conformance to requirements.</li> <li>• Ensure the Project Team documents resulting issues and questions in the DCM to be resolved by the Development Contractor prior to deliverable acceptance.</li> <li>• Ensure the Project Team reviews subsequent updated versions of deliverables to confirm all issues and questions have been resolved satisfactorily.</li> <li>• The DCM process is part of the Quality Management Plan (see 2.13 below).</li> </ul>
2.11 *	<p>Create and provide input and updates to the <b>Change Management Plan (Deliverable 7.7)</b> that describes the process for making changes to project scope, requirements, or cost as necessary.</p> <p>At a minimum, the Change Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Describe the change management and approval processes to include: <ul style="list-style-type: none"> <li>– Coordination with the TO Procurement Officer to define change order scope, cost, and project impact of proposed changes to the project;</li> <li>– Coordination with the TO Manager for review and approval of proposed changes to the project;</li> <li>– Coordination with the Project Team and any Contractors for review and agreement on proposed changes;</li> <li>– Coordination with the TO Manager and any Contractors for documentation and</li> </ul> </li> </ul>

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	<p>implementation of change orders; and</p> <ul style="list-style-type: none"> <li>– Project integration management consistent with the PMBOK for approved changes.</li> </ul> <ul style="list-style-type: none"> <li>• Describe the tools used (i.e. change request form, change order, change log).</li> </ul>
2.12 *	<p>Create and provide input and updates of the <b>Requirements Traceability Matrix (RTM) (Deliverable 7.8)</b> that describes and provides a numbering system for all project requirements for traceability through testing. The RTM process is part of the Quality Management Plan (see 2.13 below).</p> <ul style="list-style-type: none"> <li>• The RTM shall include test scenarios and acceptance criteria for all technical and functional requirements.</li> <li>• Ensure that the Project Team participates in requirements development as needed and traces requirements through testing and implementation via updates to the RTM.</li> <li>• Ensure that RTM updates are in conjunction with weekly requirements / design reviews (see 2.15 below).</li> <li>• Work closely with the Project Team and any Contractors to develop or review and update detailed project requirements. Requirements activities may include: <ul style="list-style-type: none"> <li>– Stakeholder interviews;</li> <li>– Documenting before and after business processes;</li> <li>– Review of existing requirements documentation;</li> <li>– Joint Application Development (JAD) sessions;</li> <li>– COTS software “gap fit analysis”;</li> <li>– Demonstrations of existing similar systems (benchmarking); and</li> <li>– Requirements walkthroughs</li> </ul> </li> </ul>
2.13 *	<p>Create and provide input and updates to the <b>Quality Management Plan (Deliverable 7.9)</b>. At a minimum the QMP shall:</p> <ul style="list-style-type: none"> <li>• Describe the process for quality management of project deliverables via the DCM process (see 2.10 above).</li> <li>• Describe the process for quality management of requirements using the RTM (see 2.12 above).</li> <li>• Describe the processes for quality management of testing, software development and configuration management, as applicable.</li> <li>• Develop a written procedure for configuration control for application code promotion.</li> </ul>
2.14 *	<p>Create and manage ongoing updating of the <b>PM Status Report and Timesheet (Deliverable 7.10)</b>. At a minimum, the PM Status Report and Timesheet shall:</p> <ul style="list-style-type: none"> <li>• Report on completed and planned project activities for the reporting period,</li> <li>• Highlight schedule deviation from baseline,</li> <li>• Provide schedule updates, progress of work being performed, milestones attained, resources expended,</li> <li>• Document risks, and issues encountered and corrective actions taken</li> <li>• Track project cost and expenditures</li> </ul>
2.15 *	<p>Create and manage ongoing updating to the <b>Master Status Report (Deliverable 7.11)</b>. Oversee weekly Project Team meetings, to include any Contractors when appropriate. The Master Status Report shall contain sections for the following:</p> <ul style="list-style-type: none"> <li>• Lessons learned from the project and any other pertinent status information.</li> </ul>

## Request for Resume (RFR) for Project Manager (PM)

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	<ul style="list-style-type: none"> <li>• Design / requirements reviews and discussions on project status.</li> <li>• Project status, risk and issue dispositions for the past week, and planned activities for the week upcoming.</li> <li>• PM activities and needed updates to the Integrated Master Schedule (see 2.6 above), Master RMP (see 2.8 above), and RTM (see 2.12 above).</li> <li>• Performance as measured against the Project Schedule.</li> </ul>
2.16	<p>Ensure project governance and control according to the Project Management Plan (see 2.4 above).</p> <ul style="list-style-type: none"> <li>• Work with the Project Teams and any Contractors' resources to address schedule variances.</li> <li>• Ensure the documentation of schedule variances in the Integrated Master Schedule (see 2.6 above) and Master Status Report (see 2.15 above).</li> </ul>
2.17	<p>Ensure that the Project Teams will collect, organize, store, and manage project documents in a central repository. This includes:</p> <ul style="list-style-type: none"> <li>• Maintaining current and archival files (electronic and paper)</li> <li>• Collecting and distributing information to and from stakeholders</li> <li>• Entering updates into project tracking systems.</li> </ul>
2.18	<p>Function as a liaison between Agency personnel, project stakeholders, the Contractor resources and Project Teams.</p>
2.19	<p>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>• Responding to phone calls and email</li> <li>• Making photo copies</li> <li>• Scheduling and attending ad hoc meetings</li> <li>• Engaging in TO performance discussions</li> <li>• Coordinating Development Contractor invoicing</li> <li>• Participating in Independent Verification &amp; Validation (IV&amp;V) assessments.</li> </ul>
2.20 *	<p>Create and provide input to the <b><i>Human Resource Management Plan (Deliverable 7.12)</i></b>. At a minimum, the Human Resource Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Identify project tasks and assignments and work with Agency and any Contractors to resolve workload conflicts.</li> <li>• Define roles and responsibilities needed for each resource on the project.</li> <li>• Provide projections for resource and resource utilization.</li> <li>• Define staff acquisition strategy including backfilling of State resources if applicable.</li> <li>• Document staff training plan if required.</li> <li>• Define organizational structure based on resources.</li> </ul>
2.21 *	<p>Create and provide input to the <b><i>Schedule Management Plan (Deliverable 7.13)</i></b>. At a minimum, the Schedule Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Document tools the project will use to manage the schedule and frequency of updates.</li> <li>• Define process for how schedule shall be tracked and reported including metrics used to report overall schedule performance.</li> <li>• Define process for schedule change process, including the process for baselining schedule and</li> </ul>

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	approving schedule changes.
2.22 *	<p>Create and provide input to the <b>Cost Management Plan (Deliverable 7.14)</b>. At a minimum, the Cost Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Establish the activities and criteria for planning, structuring, and controlling project costs.</li> <li>• Establish the project cost baseline through cost estimation and budget determination.</li> <li>• Define cost estimating and cost controls for the project.</li> <li>• Define and document how costs and cost variances will be reported regularly.</li> </ul>
2.23 *	<p>Create and provide input to the <b>Procurement Management Plan (Deliverable 7.15)</b>. At a minimum, the Procurement Management Plan shall:</p> <ul style="list-style-type: none"> <li>• Define the procedures for how the project will purchase or acquire all products and services needed from outside the team to perform project tasks</li> <li>• Document procurement management activities for the project.</li> <li>• Document contract management activities for the project.</li> </ul>
2.24	Develop and review other project artifacts as assigned by TO Manager
2.25	Other project-related duties as assigned by TO Manager.
<b>3. REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES</b>	
<p>The PM shall keep informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to activities and obligations under the TO Agreement, as those laws, policies, standards and guidelines may be amended from time to time. The PM shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. These may include, but are not limited to:</p>	
A.	The nine project management knowledge areas in the PMI's PMBOK.
B.	The State's SDLC methodology at: <a href="http://www.doit.maryland.gov">www.doit.maryland.gov</a> - keyword: SDLC.
C.	The State's IT Security Policy and Standards at: <a href="http://www.DoIT.maryland.gov">www.DoIT.maryland.gov</a> - keyword: Security Policy.
D.	The State's IT Project Oversight at: <a href="http://www.DoIT.maryland.gov">www.DoIT.maryland.gov</a> - keyword: IT Project Oversight.
E.	The State of Maryland Enterprise Architecture at <a href="http://www.DoIT.maryland.gov">www.DoIT.maryland.gov</a> - keyword: MTAF (Maryland Technical Architecture Framework).
<b>4. MONTHLY PM PROJECT OVERSIGHT PERFORMANCE RATINGS</b>	
<p>Each month the TO Contractor shall submit a Performance Evaluation Form (PEF) to the TO Manager. The TO Manager will rate the PM's performance based on the criteria described in the PEF.</p> <p>In the event of poor or non-performance by the PM resulting in a rating of "unacceptable," payment shall be withheld pending the outcome of the procedures described in Section 5.</p>	
<b>5. MITIGATION PROCEDURES FOR POOR OR NON-PERFORMANCE</b>	
<p>As warranted by poor or non-performance by the PM, the Agency shall pursue the following mitigation procedures prior to requesting a replacement PM:</p>	
A.	The TO Manager shall document performance issues and give written notice to the TO Contractor clearly describing problems and delineating remediation requirement(s).

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B.	The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.		
C.	Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the PM and determine whether a substitution is required.		
<b>6. WORK HOURS</b>			
A.	The PM will work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays and Service Reduction days or other office closures.		
B.	Alternatively, at the sole discretion of the TO Manger, the PM may follow DoIT's compressed work week schedule.		
C.	Duties also may require some evening and/or weekend hours billed on actual time worked at the proposed hourly rate.		
<b>7. PROJECT MANAGER DELIVERABLES AND TIME OF PERFORMANCE</b>			
<i>Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly Performance Rating described in Section 4 above.</i>			
ID #	Deliverable Description	Acceptance Criteria	Time of Performance
7.1	<b><i>Project Management Plan</i></b>	MS Word document (or mutually agreed upon document) that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as defined in the PMBOK. The Project Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
7.2	<b><i>Work Breakdown Structure (WBS)</i></b>	MS Word or Excel document (or mutually agreed upon document) that contains tiers showing project milestones or phases in the top level with a breakdown of major project tasks into manageable "work packages" underneath. Work packages at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs suitable for tracking project progress. The WBS shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
7.3	<b><i>Integrated Master Schedule</i></b>	MS Project document (or mutually agreed upon document) that is based on the WBS (see 7.2 above) and suitable for tracking project activities. At a minimum, the Master Schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all project activities during the SDLC. The activities durations in the master schedule should have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated	Update bi-weekly or as directed by the TO Manager

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		deliverable encompassing all project activities. The Integrated Master Schedule shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	
7.4	<b>Communications Plan</b>	MS Word document (or mutually agreed upon document) that captures the stakeholder contact list, the types of information to be disseminated, the format for each type, a schedule of when information will be produced and disseminated, and the method for updating the communications plan. This is a single deliverable maintained throughout the life of project. The Communications Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
7.5	<b>Risk Management Plan (RMP) and Risk Registry</b>	MS Word or Excel document (or mutually agreed upon document) that describes the risk management procedures for the project. The RMP will include a table of potential risks and recommended risk responses, and will incorporate risk information found in deliverables provided by the Development Contractor. This is a single, periodically updated deliverable encompassing all project risks. A <b>Risk Registry</b> will be created for logging all project risk using MS Excel or other appropriate table format. The Risk Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Update bi-weekly or as directed by the TO Manager
7.6	<b>Deliverable Comments Matrix (DCM)</b>	MS Word or Excel document (or mutually agreed upon document) that is used to capture comments and recommended changes to each Project deliverable prior to acceptance. A separate DCM is required for each deliverable or SDLC product. The DCM shall comply with Attachment 2, Section 2 requirements for the deliverable.	Project deliverable due date + 5 working days
7.7	<b>Change Management Plan</b>	MS Word document (or mutually agreed upon document) that describes the procedure for proposing, evaluating, approving, and documenting changes to project scope, schedule, and cost. This Plan should include any tools or templates used for change management, for example, change request form. The Change Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated quarterly or as directed by the TO Manager
7.8	<b>Requirements Traceability Matrix (RTM)</b>	MS Word or Excel document (or mutually agreed upon document) that describes technical and functional requirements. At a minimum, requirements should be numbered for traceability, testable and the descriptions unambiguous. The RTM should contain acceptance criteria for each requirement and a test method for verifying completion based on the criteria. The RTM shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Updated bi-weekly or as directed by the TO Manager
7.9	<b>Quality Assurance (QA) Plan</b>	MS Word document (or mutually agreed upon document) that describes how quality, meaning conformance to project requirements, will be monitored throughout the project life cycle. The QA Plan should describe the steps for deliverable review and	Updated quarterly or as directed by the TO

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		updating via the DCM process (see 7.6 above). The QA Plan should describe the requirements tracking process via the requirements traceability process (see 7.8 above). The QA plan should define signoff procedures for project milestones and deliverables. The Quality Assurance Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	Manager
7.10	<b><i>Project Manager Status Report and Timesheet</i></b>	MS Word document (or mutually agreed upon document) that captures and tracks ongoing PM activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues.	At least bi-weekly or as directed by the TO Manager
7.11	<b><i>Master Status Report</i></b>	MS Word document (or mutually agreed upon document) that captures and tracks ongoing project activities and status. The report will capture activities completed in the past reporting period, activities planned for the following reporting period, the completion status of project deliverables and status of Project costs (planned vs. actual). The report will describe issues identified on the project and the status of efforts to resolve issues and mitigate risks.  The report will have sections describing necessary updates to the Integrated Master Schedule (Deliverable 7.3) and Risk Registry (Deliverable 7.5). The report will document lessons learned from the project and any other pertinent status information.	At least bi-weekly or as directed by the TO Manager
7.12	<b><i>Human Resource Management Plan</i></b>	MS Word or Excel document (or mutually agreed upon document) that describing how and when human resource requirements will be met on the project. The plan shall consider resource needs for the full life of the system including operations and maintenance and address staff acquisition, timing and training needs. The Human Resource Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	To be determined by the Senior Project Manager
7.13	<b><i>Schedule Management Plan</i></b>	MS Word document (or mutually agreed upon document) that establishes the specific procedures for how the project schedule will be managed and controlled and is as detailed as necessary to control the schedule through the life cycle based on the size, risk profile, and complexity of the project. The Schedule Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	To be determined by the Senior Project Manager
7.14	<b><i>Cost Management Plan</i></b>	MS Word document (or mutually agreed upon document) that establishes the activities and criteria for planning, structuring, and controlling project costs. The Cost Management Plan shall comply with Maryland's SDLC and Attachment 2, Section 2 requirements for the deliverable.	To be determined by the Senior Project Manager
7.15	<b><i>Procurement</i></b>	MS Word document (or mutually agreed upon document) that	To be

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	<b>Management Plan</b>	define the procedures to purchase or acquire all products and services needed from outside the team to perform project tasks. The document shall define processes for plan purchases and acquisitions including acquisition strategy, contract administration, and contract closure. The Procurement Management Plan shall comply with Maryland’s SDLC and Attachment 2, Section 2 requirements for the deliverable.	determined by the Senior Project Manager
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# Request for Resume (RFR) CATS+ Master Contract

## ATTACHMENT 4 - PERFORMANCE EVALUATION FORM (PEF) FOR PROJECT MANAGER (PM) (Submitted monthly by the TO Contractor to initiate invoicing)

**TO Contractor:**

**Name of PM Being Evaluated:**

**Date Submitted:**

**Performance Period (Month / Year):**

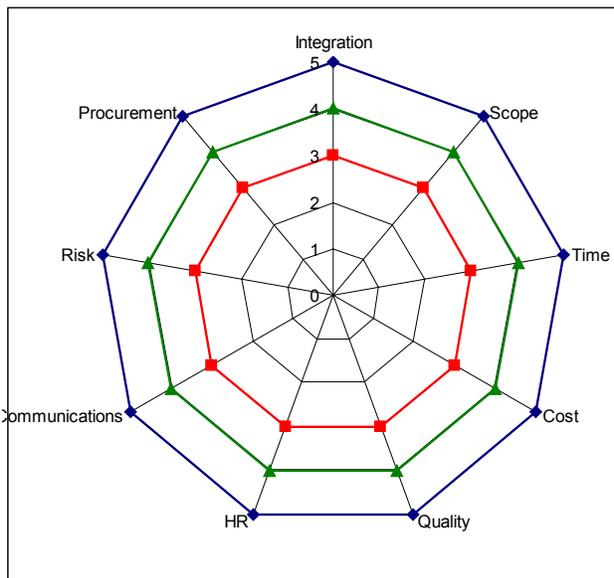
**Agency Name:**

**TO Manager / Agency Contact:**

**RFR / Reference BPO #**

***The Information Below Shall Be Filled-In by the Agency***

**PROJECT MANAGEMENT PERFORMANCE RATING DISPOSITION:**



PM Processes	Rating**
Procurement Management	
Schedule Management	
Scope Management	
Cost Management	
Risk Management	
Human Resources Management	
Quality Management	
Communications Management	
Integration Management	
Total Average Score	

\*\*Rating is based on ***Project Management Performance Rating Criteria Sheet***. The Project Team should maintain score of 3 or higher for each process area and/or average score of 3. Scores below 3 may trigger the Mitigation Procedures defined in Section 5 above.

Performance is acceptable

Performance is unacceptable  
(for reasons indicated below).

REASON(S) FOR UNACCEPTABLE PERFORMANCE RATING (List Deliverables or PM Process Areas):

\_\_\_\_\_

TO Manager Signature

\_\_\_\_\_

Date Signed

### Project Management Performance Rating Criteria

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The TO Manager will evaluate and rate the PM's management performance based on the overall Project Team's performance in each of the nine Knowledge Areas below. Applicable processes should score at 3 or higher.

### Project Integration Management

0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Team has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	<ul style="list-style-type: none"> <li>• Project Charter</li> <li>• Project Management Plan (PMP)</li> <li>• Integrated Project Plan</li> <li>• Updated Project Schedule</li> </ul>
2	Project Team has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	
3	Project Team has institutionalized the Project integration efforts with documented procedures and standards. PM is beginning to integrate all project data.	
4	Project Team utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	
5	Project Team has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	

### Project Scope Management

0	Not applicable for project.	<u>Indicators of Process</u>
1	Project has general statement of functional requirements. Little or no scope management or documentation for project. Management and stakeholders are aware of key milestones only.	<ul style="list-style-type: none"> <li>• Project Scope Statement</li> <li>• Change Request and Approval Process</li> <li>• Requirements Traceability Matrix (RTM)</li> <li>• Change Control Board</li> </ul>
2	Project Team has put basic scope management process in place. Scope management is meeting techniques irregularly.	
3	Project Team has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	
4	Project Team is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	
5	Project Team's effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	

### Project Time/Schedule Management

0	Not applicable for project.	<u>Indicators of Process</u>
1	Project Team has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	<ul style="list-style-type: none"> <li>• WBS</li> <li>• Schedule Management Plan</li> <li>• Activities duration based on historic data</li> </ul>
2	Project Team has established basic processes, but is not performing planning and scheduling on a regular basis.	
3	Project Team has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	
4	Project Team has established good practices in time management including utilization of historical data to forecast future performance. Project management decisions based on efficiency and effectiveness metrics.	
5	Project Team has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	

### Project Cost Management

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<b>0</b>	Not applicable for project.	<b>Indicators of Process</b>
<b>1</b>	Project Team has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	<ul style="list-style-type: none"> <li>• Cost Estimates Activity</li> <li>• Project Cost Baseline</li> <li>• Cost Management Plan</li> <li>• Cost Control</li> </ul>
<b>2</b>	Project Team has established processes exist for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	
<b>3</b>	Project Team has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	
<b>4</b>	Project Team has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	
<b>5</b>	Project Team leverages lessons learned to improve documented processes. Project Team and management are actively using efficiency and effectiveness metrics for decision making.	
<b>Project Quality Management</b>		
<b>0</b>	Not applicable for project.	<b>Indicators of Process</b>
<b>1</b>	Project Team has not established project quality practices or standards. Management is considering how they should define "quality".	<ul style="list-style-type: none"> <li>• Quality Assurance Plan</li> <li>• Deliverables Acceptance Criteria defined</li> <li>• User Acceptance Criteria (UAC) per SDLC phases</li> <li>• Formal Deliverable Acceptance Process</li> </ul>
<b>2</b>	Project Team has established basic organizational project quality policy has been adopted. Project Management and Team encourage quality processes and policy for project.	
<b>3</b>	Project Team has established well documented quality management process and instituted standards for the project. Regular quality management activities are being executed including deliverables acceptance.	
<b>4</b>	Project Team has best practices for standard quality management processes. Management is actively involved in coordinating quality standards and assurance. Some metrics are developed.	
<b>5</b>	Project Team has implemented guidelines for implementing improvements back into the process. Metrics are key to product quality decisions throughout the SDLC.	
<b>Project Human Resource Management</b>		
<b>0</b>	Not applicable for project.	<b>Indicators of Process</b>
<b>1</b>	Project Team has not performed planning and staffing activities for project. Project teams are ad hoc. Human resource time and cost is not measured.	<ul style="list-style-type: none"> <li>• Organization Chart</li> <li>• Roles and responsibilities matrix</li> <li>• Staffing Management Plan</li> <li>• Team Training Plan</li> <li>• Team performance assessment</li> </ul>
<b>2</b>	Project Team has put processes in place that defines how to plan and manage human resources. Resource tracking is loosely performed for project.	
<b>3</b>	Project Team has established a regularly resource management process. Professional development program activities for team and organization have been established for successful implementation of project.	
<b>4</b>	Project Team has implemented resource management best practices including resource forecasts used for project planning and prioritization. Project team performance measured and integrated with team development.	
<b>5</b>	Project Team includes HR processes which engage teams to document project lessons learned. Improvements are incorporated into human resources management process.	
<b>Project Communication Management</b>		
<b>0</b>	Not applicable for project.	<b>Indicators of Process</b>
<b>1</b>	Project Team performing communications management on an ad hoc basis with	<ul style="list-style-type: none"> <li>• Communication</li> </ul>

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	informal status reports to management.	<ul style="list-style-type: none"> <li>Management Plan</li> <li>• Project Performance Reports</li> <li>• Stakeholder Contact</li> <li>• Processes for communication of Risk, Issues and Decisions</li> </ul>
2	Project Team has established basic communications process including Communications Management Plan. Project progress reporting is occurring on a more regular basis.	
3	Project Team has active involvement by executing a formal project communications plan. All stakeholders and project team members are aware of communications process.	
4	Project Team has implemented best practices for communications management plan for the project.	
5	Project Team has put additional improvement process in place to continuously improve project communications management. Lessons learned are captured and incorporated.	
<b>Project Risk Management</b>		
0	Not applicable for project.	<b><u>Indicators of Process</u></b>
1	Project Team has not established any risk management practices or standards for project. Documentation is minimal and results are not shared. Risk response is reactive.	<ul style="list-style-type: none"> <li>• Risk Management Plan</li> <li>• Risk Register</li> <li>• Process for Risk Register updates and communication of risk</li> <li>• Contingency plans for risk</li> </ul>
2	Project Team has established basic risk management processes and have documented for the project. Team members are involved with risks process and risks are shared for project.	
3	Project Team has established regular risk management processes and risk activities, including identification and mitigation planning, are actively utilized for project.	
4	Project Team has integrated risk processes with all aspect of project reporting including time, cost, and resource systems. Metrics are used to support risk decisions for the project.	
5	Project Team has established best practices in risk management including continuous improvement processes to ensure project is continually measured and managed against performance metrics.	
<b>Project Procurement Management</b>		
0	Not applicable for project.	<b><u>Indicators of Process</u></b>
1	Project Team has not established procurement process for project. Processes are ad hoc at best with no clear plan defined.	<ul style="list-style-type: none"> <li>• Procurement Management Plan</li> <li>• Contract Statement Of Work</li> <li>• Evaluation Criteria</li> <li>• Cost Benefit Analysis</li> <li>• Make/Buy Decisions</li> </ul>
2	Project Team has established basic process for procurement of goods and services for project. Procurement Management Plan has been developed for procurement of all project goods and services.	
3	Project Team has established standards for procurement management on project and integrated with Agency processes.	
4	Project Team has leverage procurement management best practices such as make/buy decisions for the agency and project. Project procurement practices are integrated with project management mechanisms.	
5	Project Team has instituted on-going process improvements focus on procurement efficiency and effective metrics.	

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**CATS+ Master Contract**  
**ATTACHMENT 5 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain 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)

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## ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Department of Transportation/Maryland Transit 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 MTA Project Manager RFR No. J05B3400002 dated September 18, 2013 (the “RFR”) issued under the Consulting and Technical Services Plus 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 RFR 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 RFR or who will otherwise have a role in performing any aspect of the RFR, 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

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CATS+ Master Contract**

6. 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).
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

**Contractor/Contractor's Personnel:**

**MDOT, Maryland Transit Administration:**

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

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

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

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

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

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

## **Request for Resume (RFR) CATS+ Master Contract**

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

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

OFFEROR warrants and represents that it intends to submit a TO/RFR Proposal in response to CATS+ RFR #J05B3400002 for a Project Manager. In order for the OFFEROR to submit a TO/RFR Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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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: \_\_\_\_\_

**Request for Resume (RFR)**  
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**STATE-FUNDED CONTRACTS**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

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

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

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

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

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

**OR**

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

**2. Additional MBE Documentation**

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

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

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

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**ATTACHMENT 8 – MDOT MBE FORM D-1  
STATE-FUNDED CONTRACTS  
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**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

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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.**

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\*\*\* 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.

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

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MBE PARTICIPATION SCHEDULE**

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

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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.**

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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>  _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)  <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  x _____ 60% (60% Rule)  _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

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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 style="border: 0.5px solid black;"/> <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 style="border: 0.5px solid black;"/>	<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>  _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)
		<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  x _____60% (60% Rule)  _____% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)

Please check if Continuation Sheets are attached.

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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

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**ATTACHMENT 8 – 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

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ATTACHMENT 8 – 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: _____ Printed Name and Title: _____ Firm’s Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____	Signature of Representative: _____ Printed Name and Title: _____ Firm’s Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____	Signature of Representative: _____ Printed Name and Title: _____ Firm’s Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ 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.**

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**ATTACHMENT 9 - 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: \_\_\_\_\_

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**Attachment 10 - CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

- A. I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A
  
- B. I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (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

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**Attachment 11 – SMALL BUSINESS RESERVE CONTRACT AFFIDAVIT**

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

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

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

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

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

I AFFIRM THAT:

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

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

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

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

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

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

Signature (Authorized Representative and Affidavit)

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**NOTICE TO BIDDERS**

**SMALL BUSINESS RESERVE PROCUREMENT**

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

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

The business is independently owned and operated;

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

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

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

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**ATTACHMENT 12 – TASK ORDER AGREEMENT**

**CATS+ RFR#J05B3400002 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this \_\_\_\_ of \_\_\_\_\_, 20\_\_ by and between **Company Name**, and the STATE OF MARYLAND, Maryland Department of Transportation/Maryland Transit Administration.

1. 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:

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

- a. “Agency” means the Maryland Department of Transportation/Motor Vehicle Administration, as identified in the CATS+ RFR #J05B3400002
- b. “CATS+ RFR” means the Request for Resume #J05B3400002 dated \_\_\_\_\_, 2013 including any addenda.
- c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **Company Name**, 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 Master Contractor.
- e. “TO Agreement” means this signed TO Agreement between Maryland Department of Transportation/Maryland Transit Administration and **Company Name**.
- 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS+ RFR dated \_\_\_\_\_, 2013.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS+ RFR dated \_\_\_\_\_, 2013.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

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 super-cede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ RFR. 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:

## Request for Resume (RFR) CATS+ Master Contract

- a. The TO Agreement,
- b. CATS+ RFR
- c. Attachment 1 – TO Proposal-Technical
- d. Attachment 2 – TO Proposal-Financial

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+ RFR on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period not to exceed six months, commencing on the date of Notice to Proceed.

### 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ RFR and shall not exceed \$ [REDACTED]. 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 1 of the CATS+ RFR, 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 22-3502121. 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 Master 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.

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**COMPANY NAME**

By: **COMPANY MANAGER**

\_\_\_\_\_ Date

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

STATE OF MARYLAND, Maryland Department of Transportation/Maryland Transit Administration

By: Thomas P. Hickey  
Director of Procurement, MDOT

\_\_\_\_\_ Date

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