



**Consulting and Technical Services II (CATS II)  
Task Order Request for Proposals (TORFP)**

**ACQUISITION OF INFORMATION TECHNOLOGY  
HARDWARE MAINTENANCE AND  
SUPPORT SERVICES**

**CATS II TORFP #**

**E00B0400063**

**COMPTROLLER OF MARYLAND**

**ISSUE DATE: May 14, 2010**

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### KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

<b>TORFP NAME:</b>	Acquisition of Information Technology Hardware Maintenance and Support Services.
<b>FUNCTIONAL AREA:</b>	Functional Area 6
<b>TORFP ISSUE DATE:</b>	05/14/2010
<b>Closing Date and Time:</b>	06/18/2010 at 04:00 PM
<b>TORFP Issuing Office:</b>	Comptroller of Maryland Information Technology Division
<b>Questions and Proposals are to be sent to:</b>	John T. Salmon, Procurement Officer <a href="mailto:elee@comp.state.md.us">elee@comp.state.md.us</a> Deadline for Questions: 06/04/10, 4:00 PM
<b>TO Procurement Officer</b>	John T. Salmon Office Phone: 410-260-7103 Office Fax: 410-974-2762
<b>TO Manager:</b>	Elizabeth Lee Office Phone: 410-260-7065 Fax: 410-974-2762
<b>Project Number:</b>	E00B0400063
<b>TO Type:</b>	Fixed (unit) pricing
<b>Period of Performance:</b>	4 Years
<b>MBE Goal:</b>	25 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Annapolis, Baltimore, Statewide
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	N/A
<b>TO Pre-Proposal Conference:</b>	Comptroller of Maryland Treasury Building 80 Calvert Street Annapolis, MD 21401 05/27/2010 at 10:00 AM See Attachment 6 for Directions

# SECTION 1 - ADMINISTRATIVE INFORMATION

## 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

## 1.2 TO AGREEMENT

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

## 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #E00B0400063. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #E00B0400063 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #E00B0400063 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Financial Proposal
- Attachment 1A – Unit Pricing Worksheet
- Attachment 2 - MBE Form D-1
- Attachment 4 – Conflict of Interest and Disclosure Affidavit
- Attachment 8 – Living Wage Affidavit of Agreement

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

No oral presentations/interviews are anticipated.

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

## 1.6 CONFLICT OF INTEREST

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

21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 PURPOSE**

The Comptroller of Maryland, through its Information Technology Division, is issuing this CATS II TORFP to obtain **on-site** hardware maintenance and repair services for out-of-warranty information technology equipment utilized by the Comptroller of Maryland and all 24 statewide offices of the Maryland Registers of Wills.

### **2.2 REQUESTING AGENCY INFORMATION**

The principal duty of the Comptroller of Maryland is to collect taxes. The major revenue sources are individual income taxes, business income taxes, and sales and use taxes. The agency also collects taxes on motor fuel, estates, admissions and amusement, alcohol, and tobacco. The agency tests motor fuel to ensure the quality of the product for the consumer. Acting as Maryland's chief accountant, the Comptroller pays the State's bills, maintains its books, prepares financial reports, and pays State employees.

The Comptroller of Maryland provides information technology services critical to the daily operation of most State agencies. The agency's main headquarters are located in Annapolis, Maryland with 12 branch offices throughout the State. The agency also provides information technology support for the 24 Register of Wills offices; one in each jurisdiction of the State.

### **2.3 MANAGEMENT ROLES AND RESPONSIBILITIES**

The agency TO Procurement Officer shall: serve as a sole point of contact for any questions arising out of the issuance of this TORFP; make the final recommendation for award of a TO resulting from this TORFP; identify and appoint all State points of contact associated with the resulting TO; negotiate and approve any Change Orders to the TO resulting from this TORFP; and render any final decision on the part of the State regarding any conflicts with respect to deliverables and payments.

The TO Manager shall: serve as the initial and primary contact on issues relating to the TO and shall serve as the primary contact on issues relating to deliverables and payments.

### **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

The types of (out-of-warranty) equipment to be supported under the TO include: desktops, servers, laptops, printers and scanners and a limited quantity of certain mainframe-attached hardware. A complete list of equipment makes and models is attached as Exhibit "A" to this TORFP. Services will be provided at sites throughout the State of Maryland, the majority of which are located within the Baltimore/Washington/Annapolis metropolitan area.

### **2.5 PROFESSIONAL DEVELOPMENT**

Information technology hardware products continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the Comptroller of Maryland and the Maryland Registers of Wills.

## **2.6 REQUIREMENTS**

### **2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

The work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

The Contractor shall provide on-site maintenance and repair services for off-warranty PC system units, laptops, printers, scanners, servers and other related peripherals. The Contractor shall also provide 24x7 on-site maintenance and repair for a limited quantity of mainframe-attached equipment. An overview of the various makes and models that fall under the TO is provided in Exhibit "A".

### **2.6.2 GEOGRAPHIC PARAMETERS OF SERVICE CALLS**

The Contractor shall perform on-site diagnostic, maintenance and repair services for hardware utilized by the following divisions and offices of the Comptroller of Maryland.

<b><u>Division / Office</u></b>	<b><u>Location</u></b>
Bureau of Revenue Estimates (BRE)	Annapolis
Central Payroll Bureau (CPB)	Annapolis
Compliance Division (CD)	Annapolis, Baltimore
General Accounting Division (GAD)	Annapolis
Information Technology Division (ITD)	Annapolis
Office of the Comptroller (OC)	Annapolis, Baltimore
Office of Personnel Services (OPS)	Annapolis, Baltimore
Revenue Administration Division (RAD)	Annapolis, Baltimore
RAD Field Offices	Annapolis, Baltimore, Cumberland, Elkton, Frederick, Hagerstown, Landover, Salisbury, Towson, Upper Marlboro, Waldorf, Wheaton
Field Enforcement Division	Annapolis, Baltimore, Jessup

Additionally, the Contractor shall perform on-site diagnostic, maintenance and repair services for all 24 offices of the Maryland Registers of Wills. Exhibit "B" contains information on all Registers of Wills and RAD Field office locations in the State of Maryland.

### **2.6.3 WORK HOURS**

In response to calls initiated by the Annapolis Data Center (ADC) Help Desk, the TO Contractor shall provide on-site/field service coverage from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays, for all equipment except mainframe-attached equipment. The Contractor shall provide 24x7 on-site maintenance and repair for a limited quantity of mainframe-attached equipment.

### **2.6.4 SERVICE LEVEL AGREEMENT**

The TO Contractor shall provide technical callback within four (4) hours of being contacted by the ADC Help Desk. The TO Contractor shall ensure the arrival of a service technician on-site within 24 hours of being contacted by the ADC Help Desk. The TO Contractor shall complete all repairs within two (2) working days of receiving the service call. If repairs cannot be completed within two (2) working days, the State may require the TO Contractor to provide loaner equipment of equal or better quality and performance, at no charge to the State, until repairs are completed.



### **2.6.5 SERVICE CALLS**

The TO Contractor shall provide a toll free telephone number to be used by the ADC Help Desk for placing service calls. The TO Contractor shall provide live-voice response to the ADC Help Desk calls.

The TO Contractor shall have access via pager and/or cell phone to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.

The TO Contractor shall utilize a call tracking system that is compatible with Microsoft Excel for all calls received from the Agency's Help Desk. The TO Manager will provide the TO Contractor with the required format and field definitions. Sample historical service data is attached to this TORFP as Exhibit "C". The ADC Help Desk will assign a "ticket number" when placing a service call. The TO Contractor shall use the assigned "ticket number" for all tracking and billing purposes.

### **2.6.6 REPLACEMENT/REPAIR PARTS**

The TO Contractor shall be responsible for procuring and installing all necessary repair parts.

All replacement and/or repair parts shall be **new and from the OEM**, or certified to be equivalent in quality and function. Charges for all replacement / repair parts shall be passed through at the TO Contractor's price to the State. The TO Contractor's monthly invoice shall include copies of all invoices for charges being passed through.

If replacement parts or units are no longer manufactured and are not available as certified by the manufacturer to be equivalent or new, the TO Contractor shall certify, via email, the unavailability of the part or unit in an "equivalent or new" state and provide (via fax or email) a written quotation to the TO Manager for obtaining a used and/or refurbished replacement part. The TO Contractor shall not procure any used or refurbished parts without the verbal and/or electronic (email) authorization of the TO Manager. Any verbal authorization will be documented via email immediately by the TO Manager. The TO Contractor shall acknowledge, in writing, the follow-up written direction.

If the TO Contractor, at any time, determines that the cost of repairing any equipment shall exceed its replacement cost, the TO Contractor shall advise the TO Manager of such and request authorization (via email) from the TO Manager prior to repairing said equipment.

If the TO Manager elects not to repair any equipment that is the subject of a service call, the TO Contractor shall bill the agency for the appropriate unit price for troubleshooting.

### **2.6.7 REPLACEMENT/HANDLING OF STORAGE MEDIA**

When, in the course of repairing equipment, it is necessary to replace a storage device that may contain data, such equipment shall not be removed from any office of the Agency until the equipment is sanitized and all stored information has been cleared. Defective hard drives must remain in the possession of the Comptroller.

The TO Contractor shall degauss and/or sanitize storage media before removing any storage device from any Agency office. The TO Contractor shall present its method for degaussing/sanitizing media for Agency approval at the Kick-Off meeting (Sect. 2.7).

## 2.6.8 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a semi-annual basis. The evaluation will be based upon the level of customer service satisfaction achieved by the TO Contractor for services provided in the prior six months. The established performance evaluation and standards are included as Exhibit “E”. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.9 below.

## 2.6.9 PERFORMANCE PROBLEM MITIGATION

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.

## 2.6.10 SUBSTITUTION OF PERSONNEL

The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the agency. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## 2.7 DELIVERABLES

Deliverables	Acceptance Criteria
<ul style="list-style-type: none"> <li>TO Kickoff meeting w/ Agency, including delivery of TO Contractor’s support contact information and plan/methodology for degaussing/sanitizing media.</li> </ul>	<ul style="list-style-type: none"> <li>Attendance at meeting by key TO Contractor staff.</li> <li>Complete list of contact numbers for all key TO Contractor personnel.</li> <li>Media sanitization methodology that meets Agency standards.</li> </ul>
<ul style="list-style-type: none"> <li>Troubleshoot, repair and/or maintain identified equipment as requested.</li> </ul>	<ul style="list-style-type: none"> <li>Adherence to Service Level Agreement (Sect 2.6.4)</li> <li>Accurate problem determination and repair of equipment</li> <li>Clear communication regarding problem resolution</li> </ul>
<ul style="list-style-type: none"> <li>Monthly service call report submitted with invoice.</li> </ul>	<ul style="list-style-type: none"> <li>Correctly formatted report summarizing all closed service calls for prior month.</li> <li>Charges accurately reflect unit pricing as submitted by TO Contractor in response to TORFP.</li> </ul>

## 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include,

but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

## **2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

The following minimum qualifications are mandatory.

**Technical Qualifications / Certifications:** All services shall be performed by the Contractor's technicians who are qualified through factory, Original Equipment Manufacturer (OEM) training for the makes of equipment described in Exhibit "A" or have Computer Technology Industry Association (CompTIA) A+ certification (hardware and operation systems technologies) or equivalent certification from a nationally recognized independent training facility for the type of equipment to be repaired. Technicians qualifying credentials shall be available to the Agency if requested. Technicians shall be directly employed and supervised by the Contractor or subcontractor unless otherwise approved by the Agency. The Agency reserves the right to reject service technicians who in its judgment or opinion are not qualified to perform the work or do not conduct themselves in a professional manner.

**Experience:** The Contractor shall only provide technical staff that has a minimum of two years hands-on experience in the repair of computer hardware in a broad-based environment that consists of the type and quality of the equipment referred to in Exhibit "A".

## **2.10 TO CONTRACTOR EXPERTISE REQUIRED**

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

## **2.11 ANNUAL UNIT PRICING ADJUSTMENTS**

Price adjustments for services based on changes in the Consumer Price Index (CPI) will be calculated on an annual basis after Year 1 of the TO.

This section describes the sequence of actions to implement a price adjustment and the mechanism to be used to determine that adjustment.

- A. At least ninety (90) calendar days prior to the end of each year of the TO, the TO Manager shall advise the TO Contractor of the allowable percentage adjustment to be applied to each unit price for services. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum annual increase allowed shall be limited to five percent (5%) of then current rate.
- B. Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the TO Contractor shall submit a schedule of revised unit prices to the TO Manager. In the event the CPI for the measured period is negative, the TO Contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the TO Contractor shall have the option of keeping existing prices or changing to any price up to the maximum allowable percentage increase.
- C. The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twelve (12) months beginning four (4) months prior to the last month of the current TO year.
- D. The revised pricing schedule shall be used for billing effective the first day of the next contract year.

**Consumer Price Index Information:**

The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers for:

Area: PA-MD-DE-NJ  
Item: All Items  
Table 16 CPI-U  
1982-84 = 100

The following example illustrates the computation of percent change:

CPI for Dec 2009	224.8
Less CPI for previous period	218.186
Equals index point change	6.614
Divided by previous period CPI	218.186
Equals	.03
Result multiplied by 100	0.03 x 100
Equals percent change	3.0

In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

**2.12 REPORTING AND INVOICE SUBMISSION**

Payments for services provided under the TO will be governed by the unit pricing proposed by the TO Contractor. The TO Contractor’s unit pricing shall include all service costs including labor, travel and overhead. Charges for replacement parts associated with such services will be on a pass-through basis, at the TO Contractor’s cost.

The TO Contractor shall bill the State each month for all prior-month completed service calls (service calls shall not be billed until all work is complete) and associated pass-through charges for parts. All charges shall be identified by the “ticket” number assigned by the ADC Help Desk. All pass-through charges for replacement parts shall be accompanied by the TO Contractor’s invoice for said parts.

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month

The TO Contractor shall provide a monthly report in electronic form (Microsoft Excel) detailing all service calls being billed for the month. The report shall be submitted based on a template that will be provided by the State. A sample of the type of data that will be required is attached as Exhibit “D”. The purpose of the requisite monthly report is to facilitate the State’s management of its computers and related hardware resources. Within 10 days of TO execution or at the Kick-Off meeting (see Sect. 2.7), whichever comes first, the State shall provide the TO Contractor with the template for the monthly report.

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

### **2.12.1 SERVICE LOCATION OFFSET**

All work performed by the Contractor at State locations sited within Area ‘A’ shall be billed at the Contractor’s base unit price (1.00). All work performed by the Contractor at State locations sited within Area ‘B’ shall be billed at the Contractor’s base unit price, plus 15% (1.15). All work performed by the Contractor at State locations sited within Area ‘C’ shall be billed at the Contractor’s base unit price, plus 25% (1.25). Each location listed in Exhibit B has been identified by the service area it falls within.

### **2.12.2 INVOICE FORMAT**

- A. A proper invoice shall identify the Comptroller of Maryland, total unit pricing charges, total charges for replacement parts, associated TOA number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice and supporting documentation submitted for payment to the Comptroller of Maryland at the following address:

Comptroller of Maryland  
Office of Finance  
PO Box 466  
Annapolis, MD 21401-1907

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

### **2.12.3 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-4) to the Comptroller of Maryland at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-5). Subcontractor reporting shall be sent directly from the subcontractor to the Comptroller of Maryland. The Comptroller of Maryland will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the Agency MBE Liaison Officer.

## **SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

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

### **3.2 FORMAT**

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:**

##### **A) Proposed Services**

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2. The Master Contractor shall indicate its understanding and acceptance of each requirement detailed in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

##### **B) Proposed Personnel**

- 1) Identify and provide resumes for all proposed personnel that meet the minimum requirements outlined in Sect. 2.9.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TOA.

##### **C) MBE Participation**

- 1) Submit completed MBE documents Attachment 2 – Form D-1.

##### **D) Subcontractors**

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

##### **E) Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide three examples of work assignments that the Master Contractor and proposed subcontractors have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
  - a) Name of organization.
  - b) Name, title, and telephone number of point-of-contact for the reference.
  - c) Type and duration of contract(s) supporting the reference.

- d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
  - e) Whether the Master Contractor and any proposed subcontractors are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity,
  - b) A brief description of the services/goods provided,
  - c) The dollar value of the contract,
  - d) The term of the contract,
  - e) Whether the contract was terminated prior to the specified original contract termination date,
  - f) Whether any available renewal option was not exercised,
  - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

G) Confidentiality

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

**3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:**

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal, including Unit Pricing Worksheet

**UNIT PRICING WORKSHEET**

The Unit Pricing Worksheet (Attachment 1A) must be completed to calculate the estimated annual service unit charges for each service type. The annual number of service calls by type of service and service area are based on averaged historical data and are presented to facilitate the preparation of the financial proposal. They do not represent a billing guarantee. Upon completion of the Unit Pricing Worksheet, transfer the unit prices for REPAIR only to the appropriate lines on the Financial Proposal (Attachment 1). **NOTE: Offerors should not take the annual price adjustments discussed in Section 1.8 into consideration when preparing their Financial Proposals.**

**It is important that the TO Offeror understand the following:**

All proposed unit prices for repair, troubleshooting or maintenance within a particular equipment category, e.g., printers, shall prevail regardless of the make or model of the printer being serviced at any particular time.

If selected for award of TO, all proposed unit prices for repair, troubleshooting or maintenance as detailed by the Offeror in Attachment 1A shall be considered the TO Contractor's final TO unit prices, regardless of the requirement of this TORFP to include only REPAIR charges for purposes of calculating and finalizing the Offeror's Financial Proposal.

The Master Contractor should indicate on Attachment 1A its proposed unit pricing for problem determination, repair and maintenance of the types of equipment listed. The proposed unit pricing shall include all service costs including labor, travel and overhead. The Financial Proposal contains an annual figure of \$25,000 for replacement/repair parts based upon historical experience; however, the amount should not be considered by the Master Contractor as a guarantee.



## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the Comptroller of Maryland will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

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

- The Master Contractor's and proposed subcontractor's experience in providing the services subject to this TORFP
- Personnel experience required in Section 2.9.

### **4.3 SELECTION PROCEDURES**

TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

**COMPTROLLER OF MARYLAND  
CATS II TORFP E00B0400063  
FINANCIAL PROPOSAL**

**PART A: PROPOSAL UNIT PRICING BY SERVICE CATEGORY**  
(Transfer Unit Prices for Repair from Unit Pricing Worksheet, Attachment 1A):

**PRINTER SUPPORT (USE UNIT PRICE FOR REPAIR ONLY)**

SERVICE AREA	ESTIMATED ANNUAL NUMBER OF SERVICE UNITS	UNIT PRICE FOR REPAIR	SERVICE LOCATION OFFSET	TOTAL ESTIMATED CHARGES
A	100 X	X	1.00 =	\$
B	12 X	X	1.15 =	\$
C	6 X	X	1.25 =	\$
<b>TOTAL OF ESTIMATED ANNUAL PRINTER SERVICE CHARGES</b> Transfer figure to Line 1A of Financial Proposal Summary				\$

**DESKTOP SUPPORT (USE UNIT PRICE FOR REPAIR ONLY)**

SERVICE AREA	ESTIMATED ANNUAL NUMBER OF SERVICE UNITS	UNIT PRICE FOR REPAIR	SERVICE LOCATION OFFSET	TOTAL ESTIMATED CHARGES
A	50 X	X	1.00 =	\$
B	10 X	X	1.15 =	\$
C	5 X	X	1.25 =	\$
<b>TOTAL OF ESTIMATED ANNUAL DESKTOP SERVICE CHARGES</b> Transfer to Line 1B of Financial Proposal Summary				\$

**SERVER SUPPORT (USE UNIT PRICE FOR REPAIR ONLY)**

<b>SERVICE AREA</b>	<b>ESTIMATED ANNUAL NUMBER OF SERVICE UNITS</b>	<b>UNIT PRICE FOR REPAIR</b>	<b>SERVICE LOCATION OFFSET</b>	<b>TOTAL ESTIMATED CHARGES</b>
<b>A</b>	<b>5 X</b>	<b>X</b>	<b>1.00 =</b>	<b>\$</b>
<b>B</b>	<b>5 X</b>	<b>X</b>	<b>1.15 =</b>	<b>\$</b>
<b>C</b>	<b>5 X</b>	<b>X</b>	<b>1.25 =</b>	<b>\$</b>
<b>TOTAL OF ESTIMATED ANNUAL PC SERVICE CHARGES</b> Transfer to Line 1C of Financial Proposal Summary				<b>\$</b>

**LAPTOP SUPPORT (USE UNIT PRICE FOR REPAIR ONLY)**

<b>SERVICE AREA</b>	<b>ESTIMATED ANNUAL NUMBER OF SERVICE UNITS</b>	<b>UNIT PRICE FOR REPAIR</b>	<b>SERVICE LOCATION OFFSET</b>	<b>TOTAL ESTIMATED CHARGES</b>
<b>A</b>	<b>25 X</b>	<b>X</b>	<b>1.00 =</b>	<b>\$</b>
<b>B</b>	<b>10 X</b>	<b>X</b>	<b>1.15 =</b>	<b>\$</b>
<b>C</b>	<b>10 X</b>	<b>X</b>	<b>1.25 =</b>	<b>\$</b>
<b>TOTAL OF ESTIMATED ANNUAL LAPTOP SERVICE CHARGES</b> Transfer to Line 1D of Financial Proposal Summary				<b>\$</b>

**SCANNER SUPPORT (USE UNIT PRICE FOR REPAIR ONLY)**

<b>SERVICE AREA</b>	<b>ESTIMATED ANNUAL NUMBER OF SERVICE UNITS</b>	<b>UNIT PRICE FOR REPAIR</b>	<b>SERVICE LOCATION OFFSET</b>	<b>TOTAL ESTIMATED CHARGES</b>
A	15 X	X	1.00 =	\$
B	15 X	X	1.15 =	\$
C	10 X	X	1.25 =	\$
<b>TOTAL OF ESTIMATED ANNUAL SCANNER SERVICE CHARGES</b> Transfer to Line 1E of Financial Proposal Summary				\$

**MAINFRAME ATTACHED HARDWARE (USE UNIT PRICE FOR REPAIR ONLY)**

<b>SERVICE AREA</b>	<b>ESTIMATED ANNUAL NUMBER OF SERVICE UNITS</b>	<b>UNIT PRICE FOR REPAIR</b>	<b>SERVICE LOCATION OFFSET</b>	<b>TOTAL ESTIMATED CHARGES</b>
A	7 X	X	1.00 =	\$
<b>TOTAL OF ESTIMATED ANNUAL MAINFRAME-ATTACHE HARDWARE SERVICE CHARGES</b> Transfer to Line 1F of Financial Proposal Summary				\$

**PART B: PRICE PROPOSAL SUMMARY OF ANNUAL ESTIMATED CHARGES**

<b>SERVICE CATEGORY</b>	<b>Total Estimated Annual Price</b>		<b>TOTAL YRS 1-4</b>
1A. PRINTER SERVICE CALLS	\$	X 4	\$
1B. DESKTOP SERVICE CALLS	\$	X 4	\$
1C. SERVER SERVICE CALLS	\$	X 4	\$
1D. LAPTOP SERVICE CALLS	\$	X 4	\$
1E. SCANNER SERVICE CALLS	\$	X 4	\$
1F. MAINFRAME-ATTACHED HARDWARE SERVICE CALLS	\$	X 4	\$
<b>2. Total Unit Pricing Yrs 1-4</b>			\$
<b>3. EST. ANNUAL PARTS PASSTHROUGH CHARGES</b>	Est. by State at \$25,000/yr		<b>\$100,000</b>
<b>4. Total Proposed Price Years 1-4 (Sum of Lines 2 &amp; 3)</b>			\$

---

 Company Name

---

 Contract Person

---

 Company Address

---

 Authorized Signature

---

 Company Phone Number

---

 Printed Name and Title

---

 Company Fax Number

---

 Contact Email Address

---

 Company FEIN

**COMPTROLLER OF MARYLAND  
CATS II TORFP E00B0400063  
UNIT PRICING WORKSHEET**

**COMPANY NAME:** \_\_\_\_\_

<b>SERVICE TYPE</b>	<b>UNIT PRICE</b>
PRINTER REPAIR	\$
PRINTER MAINTENANCE	\$
PRINTER TROUBLESHOOTING	\$
DESKTOP REPAIR	\$
DESKTOP TROUBLESHOOTING	\$
SERVER REPAIR (include Dell Power Vault w/ Servers)	\$
SERVER TROUBLESHOOTING	\$
LAPTOP REPAIR	\$
LAPTOP TROUBLESHOOTING	\$
SCANNER REPAIR	\$
SCANNER MAINTENANCE	\$
SCANNER TROUBLESHOOTING	\$

MF ATTACHED HARDWARE REPAIR	\$
MF ATTACHED HARDWARE MAINTENANCE	\$
MF ATTACHED HARDWARE TROUBLESHOOTING	\$

**The unit prices (for REPAIR only) should be transferred to Attachment 1 (financial proposal) for the purpose of calculating estimated annual cost**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS****TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS****CATS II TORFP # E00B0400063**

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

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



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

## Certified MBE Utilization and Fair Solicitation Affidavit

**This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the bid or offer submitted in response to CATS II TORFP E00B0400063, I affirm the following:

1.  I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation, sub goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.
 

**OR**

 I conclude that I am unable to achieve the MBE participation goal and/or sub goals. I hereby request a waiver, in whole or in part, of the overall goal and/or sub goals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
  
2. ***I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.***
  - (a) Outreach Efforts Compliance Statement (Attachment D-2)
  - (b) Subcontractor Project Participation Statement (Attachment D-3)
  - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.
  
3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
  - A) Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project. I hereby affirm that the MBE firms are only providing those products and services for which they are MDOT certified.

**FORM D-1 (CONT)**

<b>Prime Contractor:</b> (Firm Name, Address, Phone)	<b>Project Description:</b>
<b>Project Number:</b>	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category For Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Certification Category for Dually Certified MBE Subcontractors ( <i>Check Only One Certification Category</i> )	
<input type="checkbox"/> African American Owned	<input type="checkbox"/> Woman-Owned
-----	
Percentage of Total Contract	

Continue on a separate page, if needed.

Form D-1 (Cont)

**SUMMARY**

Total <i>African-American MBE</i> Participation:	_____ %
Total <i>Woman-Owned MBE</i> Participation:	_____ %
Total <i>Other</i> Participation	_____ %
<b>Total All MBE Participation:</b>	_____ %

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

\_\_\_\_\_  
TO Offeror Name

(PLEASE PRINT OR TYPE)

\_\_\_\_\_  
Signature of Affiant

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

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

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

## Outreach Efforts Compliance Statement D-2

**Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.**

In conjunction with the bid or offer submitted in response to CATS II TORFP E00B0400063, Bidder/Offeror states the following:

1. Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
  - a.  This project does not involve bonding requirements.
  - OR**
  - b.  Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
  
5. Select ONE of the following:
  - a.  Offeror did/did not attend the pre-proposal conference.
  - OR**
  - b.  No pre-proposal conference was held.

	By:	
Offeror Printed Name		Signature

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Subcontractor Project Participation Certification D-3

*Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.*

\_\_\_\_\_ (Prime TO Contractor) has entered into a contract with  
 \_\_\_\_\_ (subcontractor) to provide services in connection with the Solicitation described below.

Prime TO Contractor Address and Phone	Project Description
Project Number CATS II TORFP E00B0400063	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime TO Contractor and Subcontractor hereby certify and agree 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.

**PRIME TO CONTRACTOR SIGNATURE**

**SUBCONTRACTOR SIGNATURE**

By: \_\_\_\_\_  
 Name, Title  
 Date

By: \_\_\_\_\_  
 Name, Title  
 Date

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report**

Report #: _____  Reporting Period (Month/Year): _____  <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #E00B0400063 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
<b>Total Dollars Unpaid: \$</b>			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy of this form to the following address:**

Elizabeth Lee Manager, Contracts & Procurement Comptroller of Maryland Information Technology Division PO Box 2367 Annapolis, MD 21404-2367 elee@comp.state.md.us	Susan Phillips MBE Liaison Comptroller of Maryland PO Box Annapolis, MD 214
---	---

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

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

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #E00B0400063 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____ 2. _____ 3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____ Contact Person: _____		

**Return one copy of this form to the following address:**

Elizabeth Lee Manager, Contracts & Procurement Comptroller of Maryland Information Technology Division PO Box 2367 Annapolis, MD 21404-2367 elee@comp.state.md.us	
---	--

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

Submit as required in TO Contractor MBE Reporting Requirements

## ATTACHMENT 3 - Task Order Agreement

### CATS II TORFP # E00B0400063 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2010 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Comptroller of Maryland.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Comptroller of Maryland, as identified in the CATS II TORFP # E00B0400063.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # E00B0400063, dated April 12, 2010, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and MASTER CONTRACTOR dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means John T. Salmon. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between the Comptroller of Maryland and **MASTER CONTRACTOR**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Elizabeth A. Lee 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 II TORFP dated \_\_\_\_\_ of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated \_\_\_\_\_ of TO Proposal - FINANCIAL.
  - 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 supercede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – 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 II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is [REDACTED]. 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 Office of Finance.

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

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

TO CONTRACTOR NAME

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, COMPTROLLER OF MARYLAND

\_\_\_\_\_  
By: JOHN T. SALMON, TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure**

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

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

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

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

## **ATTACHMENT 5 - Personnel Resume Summary**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. For each person proposed that meets the personnel requirements listed in Section 2.9, complete a Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summaries should be submitted with your Technical Response.
3. Additional information may be attached to each Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.9)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SUBMIT WITH TO RESPONSE  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

**ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference**

The Pre-TO Proposal conference will be held on April 20, 2010 at 10:00 AM in the Assembly Room of the Treasury Building at 80 Calvert Street.

Directions: From Route 50, take Rowe Boulevard south past the Naval Academy Stadium. As one approaches the State House, the road splits to your right. 80 Calvert will be directly in front of you as you approach the split.

For close-in parking, bear right at the split and turn right on to Calvert Street. There are 3 parking garages on Calvert Street. The Whitmore Garage may be entered from Clay Street (the first right off of Calvert after the light). The Gott Garage is halfway down Calvert Street on the left, and another garage is also on the left just past the entrance to Gotts Garage.

If parking is unavailable, public parking is also available at the Stadium which you passed coming in. Turn around, go back north on Rowe Boulevard and make a right on Taylor Avenue. The entrance to public parking is on your right, up the hill. Shuttle buses depart about every 10-15 minutes from the Stadium and will drop you off on Northwest Street, across from the Treasury Building.

**ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO Contractor)**

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Comptroller of Maryland (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 Task Order Request for Proposals for the Acquisition of Information Technology Hardware Maintenance and Support Services No. E00B0400063 dated April 12, 2010, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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 \_\_\_\_\_ (the “Confidential Information”).

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

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

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

**Contractor/Contractor's Personnel:**

**Comptroller of Maryland:**

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

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

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

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

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

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



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

Printed Name and Address  
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP**

## ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

## ATTACHMENT 9 – LIVING WAGE AFFIDAVIT OF AGREEMENT

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

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

Address \_\_\_\_\_

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

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

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

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

### If the Contract is a Living Wage Contract

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

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

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

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

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

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

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

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

Witness Signature &amp; Date: \_\_\_\_\_