



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

**Help Desk Management and Support**

**CATS II TORFP # J00B9200046**

**Maryland Department of Transportation  
Maryland Motor Vehicle Administration**

**July 7, 2011**

**SMALL BUSINESS RESERVE ONLY**

## NOTICE TO BIDDERS

### SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which awards 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 most 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 most 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.

## 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>	Help Desk Support Management
<b>FUNCTIONAL AREA:</b>	Systems Facility Management and Maintenance (SFMM) Functional Area 6
<b>TORFP ISSUE DATE:</b>	<b>July 7, 2011</b>
<b>Closing Date and Time:</b>	<b>July 28, 2011 at 2:00 PM</b>
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation (MDOT) Maryland Motor Vehicle Administration (MVA) Technical Systems Services (TSS)
<b>Questions and Proposals are to be sent to:</b>	TO Procurement Officer – Barbara Ryer Email Address: <a href="mailto:bryer@mdot.state.md.us">bryer@mdot.state.md.us</a>
<b>TO Procurement Officer</b>	Barbara Ryer Office Phone: 410-865-1129 Email Address: <a href="mailto:bryer@mdot.state.md.us">bryer@mdot.state.md.us</a>
<b>TO Manager:</b>	Michelle Pytko Office Phone: 410-768-7629 Email Address : <a href="mailto:mpytko@mdot.state.md.us">mpytko@mdot.state.md.us</a>
<b>Project Number:</b>	J00B9200046
<b>TO Type:</b>	Time and Material
<b>Period of Performance:</b>	NTP through May 31, 2014
<b>MBE Goal:</b>	<b>30%</b>
<b>Small Business Reserve (SBR):</b>	<b>YES</b>
<b>Primary Place of Performance:</b>	Maryland Motor Vehicle Administration 6601 Ritchie Highway Glen Burnie, MD 21062
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Desk space, networked PC with software, phone and pager for business use.
<b>TO Pre-Proposal Conference: SEE ATTACHMENT 6 for Directions</b>	<b>July 14, 2011 – 8:30AM</b> Motor Vehicle Administration 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062

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# 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 (version 2007 or older). **Please note that the MDOT email system has an 8 MB limit on email transmission.** The "subject" line in the e-mail submission shall state the TORFP #J00B9200046. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J00B9200046 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J00B9200046 Financial". The following proposal documents are to be included with the Technical Proposals and must be submitted with required signatures as PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 7- Non-Disclosure Agreement (Offeror)
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 12- Small Business Contract Affidavit
- Certifications (if applicable)

## 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors may be required to make an oral presentation in person only, no alternatives, to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The MVA Procurement Officer will notify Master Contractor of the time and place of oral presentations.

## 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP containing an MBE goal shall complete, sign, and submit, without edits, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time of TO Proposal submission. **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 Master 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 with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 6601 Ritchie Highway, Glen Burnie, MD 21062. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 7. Please contact the MVA Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the Master 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 (TO Contractor) in the form of Attachment 8.

## **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**

The State of Maryland Department of Information Technology (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. This process shall typically apply to active TO's for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TO's are subject to review.

Attachment 9 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.

## **1.10 SMALL BUSINESS RESERVE AFFADAVIT**

This is a Small Business Reserve Procurement for which the award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the 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.

## SECTION 2 – SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT) Office of Procurement is issuing this CATS II TORFP on behalf of the Motor Vehicle Administration (MVA). The MVA shall award this task order to one Master Contractor that proposes a team of three (3) individual resources that can best satisfy the Task Order requirements. Selections of TO Contractor will be based on submitted proposal and resources that is deemed to be the best value to the MVA and to the State.

The information provided is necessary to prepare and submit proposals that meet MVA's requirements for the system/facilities management and maintenance expertise, and for labor related to computer hardware and software installations, upgrades and help desk management as described in this TORFP.

### 2.2 REQUESTING AGENCY INFORMATION

The Maryland Department of Transportation's Motor Vehicle Administration Headquarters is located at 6601 Ritchie Highway, Glen Burnie, MD 21062. The MVA is a business unit of MDOT and is responsible for the issuance of motor vehicle titles, tags, identification cards and licenses. The MVA is focusing its approach on effective and efficient delivery of government services through the implementation of Managing for Results, which is a management approach that focuses on results as well as processes.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- *TO Procurement Officer* – MDOT representative responsible for managing the TO solicitation and award process, change order process, and resolution of TOA scope issues. Note: TO Procurement Officer is responsible for all change orders that affect the overall TORFP. For example contract extension and / or additional funds to be added to the TORFP.
- *TO Manager* – MVA representative responsible for managing the day to day activities of the TO including the direct supervision of the on-site Contractor personnel. The TO Manager will also be responsible for preparing the TO solicitation, review and approval of proposed change orders regarding the deliverables without additional cost, review and approval of proposed substitution of personnel, reviewing and approving invoices and monitoring and reporting Contractor personnel performance.
- *TO Contractor Key Management Personnel* – Representative of the TO Contractor who oversee their personnel assigned under this TO. This representative will be the point of contact for managing and correcting any disputes related to this TO. This representative will also be responsible for the preparation and submittal of invoices by the due date defined in this TO as well as any other correspondence relating to this TO and its activities.

### 2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MVA TSS help desk and technical staff support over 2,300 personal computers, 300 laptops, 2,400



printers, 2,400 scanners and other peripherals at one main location (headquarters), 24 remote sites, 12 county offices and 19 Vehicle Emissions Inspection Program (VEIP) stations throughout the state of Maryland. See Attachment 13 for location addresses. The TO Contractor shall support MVA users at any location listed in Attachment 13.

The MVA help desk and technical support staff performs hardware/software installations and upgrades, troubleshoots hardware/software issues, creates/maintains images, evaluates/tests new hardware/software, and provides support for remote access. Help desk tickets are defined as being either Service Requests (i.e. software installs or other services that do not need to be addressed immediately) or break/fix (something is broken and needs to be fixed in a shorter timeframe). Break/fix tickets are required to be resolved within 24 hours, whereas Service Requests can take up to 30 days. The MVA Business Plan states that 80 percent of PC/LAN help desk calls should be closed within 24 hours. Service requests and projects affecting computers that serve the public must be done after hours (evenings/weekends) to avoid negatively impacting customer service.

Hardware used at the MVA includes, but is not limited to, various Dell and HP models for desktop and laptop computers and monitors, Panasonic Toughbooks, HP printers (local and networked), Multi-Function Copiers (MFC's), biometric fingerprint readers, jet direct boxes, Fujitsu, Kodak, and Canon scanners, RSA Secure Tokens, and Panologic thin clients. Additional technology may be purchased in the future to support new business needs. All hardware is purchased with a 5 year maintenance agreement and is replaced when the maintenance expires.

Software used at the MVA includes, but is not limited to, Windows 2000, Windows XP, Windows 7, Office 2003, Office 2007, Attachmate, Adobe Acrobat (full version and Reader), Internet Explorer (multiple versions), McAfee anti-virus, WinZip, Windows Media Player, LanDesk, Imprivata Single Sign On (SSO), Outlook, NetID, Maximo Service Desk, and Ghost imaging software. Additional software may be purchased in the future to support new business needs.

## **2.5 PROFESSIONAL DEVELOPMENT**

Computer technology and software products continuously change. The Master Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by the MVA or anticipated to be implemented by the MVA in the near future. With the TO Manager's prior written approval, the time allocated to these continuing education classes for staff deployed to the MVA may be charged to this task order. Actual course costs are the responsibility of the Master Contractor.

## **2.6 REQUIREMENTS**

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

At a minimum, the work to be accomplished by the TO Contractor Personnel under this TORFP shall include, but not limited to, the following:

- Each resource is expected to travel throughout the year utilizing their vehicle when necessary. On average the estimate miles expected to travel over the course of the year is approximately 5,200 miles. This figure should not be construed as a guaranteed

figure, this is only an estimate based on past performance and actual travel may be more or less than the figure indicated above.

- Develop/maintain images for use on various hardware platforms defined in Section 2.4;
- Image PC's and laptops;
- Evaluate new hardware/software for use within the MVA environment;
- Test new hardware/software and document results;
- Collect and maintain statistics on hardware/software break-fix or service request tickets using Maximo Service Desk;
- Submit inventory control documentation for State-owned hardware/software when equipment is moved or disposed and software is added/removed;
- Troubleshoot and resolve all break-fix tickets within 24 hours;
- Follow-up with users after closing help desk tickets to ensure they are satisfied;
- Troubleshoot and resolve hardware/software problems with Title And Registration Information System (TARIS) servers;
- Disconnect/reconnect desktop computers, printers and peripherals;
- Participate on special projects as they relate to the installation, replacement or connectivity of personal computers to the LAN; and
- Provide weekly status reports that contain the following (at a minimum):
  - Date submitted
  - TO title and number
  - Agency name and contact information (TO Manager)
  - TO Contractor name and contact information
  - Dates of work performance period
  - Recurring and non-recurring tasks completed during the period
  - Total number of Service Requests and Change Requests completed during the period
  - Hours per task and total hours
  - Outstanding issues and resolution status
  - Test plan results (attached as needed)
  - Inventory paperwork (attached as needed)

#### Non-Recurring Duties

- Initial knowledge transfer to the TO Contractor

### 2.6.2 SERVICE LEVEL AGREEMENT

The Maryland MVA Service Level Agreement (SLA) requires troubleshoot and resolve all break/fix tickets within 24 hours. The user should be contacted within 1 hour of the ticket being assigned. All notes pertaining to the problem should be documented in the Maximo Service Desk application to the satisfaction of the TO Manager or designated supervisor. Ticket priority levels and resolution times are defined below.

The basic SLA required from the TO Contractor Personnel are defined below:

Service Levels	Time To Resolve*	Phone Response	Response Availability	Service Ticket Update
5 - Critical	2 hours	15 minutes	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 15 minutes of ticket assignment

4 - High	4 hours	15minutes	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 15 minutes of ticket assignment
3 - Normal	24 hours	30 minutes	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 30 minutes of ticket assignment
2 - Low	7 days	4 hours	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 1 hour of ticket assignment
1 - Planning	30 days	8 hours	5 days/week, Mon-Fri, 7:30AM-5:00 PM	Within 8 hours of ticket assignment

\*Plus travel time to the site, if necessary.

### 2.6.3 **DELIVERABLES**

<b>Deliverables</b>	<b>Acceptance Criteria</b>
(A) Status/Time Reporting	All information identified in Section 2.6.1 is included and electronically submitted to TO Manager or designee on a weekly basis.
(B) Test Plans	Completed accurately, submitted timely and includes name of tester, date of test, results of test (pass/fail) and any appropriate comments.
(C) Inventory Paperwork	Asset and location information is accurate and submitted within 24 hours of move to TO Manager or designee.

### 2.6.4 **PREMISES AND OPERATIONAL SECURITY**

Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting Contract shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI.

TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this RFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

Further, TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.

TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.

TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the Contract.

The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

NOTE: All awarded contractors must submit notarized affidavit (Attachment 14) prior to the commencement of work; stating that a Criminal Justice Information System (CJIS) background has been conducted on all resources selected to work on this TORFP.

### **2.6.5 WORK HOURS**

- A) The TO Contractor's assigned personnel will work a flexible eight-hour day, at the discretion of the TO Manager, between the hours of 07:30 AM to 05:00 PM, Monday through Friday except for State holidays, Furlough days and Service Reduction Days. Any work beyond given parameters requires prior approval from the TO Manager.
- B) Services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business-day hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C) Request for leave, including vacation leave, should be submitted to the TO Manager or designated supervisor at least two weeks in advance, except in emergency situations. The TO Manager reserves the right to request a temporary replacement if leave extends longer than three consecutive days. In cases where there is insufficient coverage, leave may be denied.
- D) In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the Master Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Manager of these details. In addition to the Service Reduction Days and Furlough Days, the Master Contractor may also be requested to restrict the number of hours the Master Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

### **2.6.6 PERFORMANCE EVALUATION**

TO Contractor Personnel will be evaluated by the TO Manager or designated supervisor on an annual basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.7 below.

### **2.6.7 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.

### **2.6.8 SUBSTITUTION OF PERSONNEL**

The TO Contractor may not substitute personnel without the prior approval of the agency. All requests for substitutions shall comply with Section 2.9.6 of the CATS II Master Contract. 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.

### **2.6.9 BACKUP / DISASTER RECOVERY**

The TO Contractor will be responsible for backing up user files when replacing hardware or updating software.

### **2.6.10 HARDWARE, SOFTWARE, AND MATERIALS**

The TO Contractor will not be responsible for acquiring any hardware, software, or materials.

## **2.7 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.

## **2.8 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

All individuals proposed for this TORFP must meet the following minimum qualifications. Resumes must clearly outline starting dates and ending dates for each applicable experience of skills. Experience in these areas should have occurred within the immediate past 5 years.

- 3 years experience providing desktop support
- 2 years experience using the following computer administration software:
  - Microsoft Active Directory
  - NetID
  - Ghost
  - Landesk
- 3 years experience installing, troubleshooting and fixing issues with the following software:
  - TCP/IP
  - McAfee Anti-virus and Anti-spyware
  - Microsoft Windows Server Operating System (2003, 2008)
  - Microsoft Windows Desktop Operating Systems (2000, XP)
  - Microsoft Outlook
  - Microsoft Office (97, 2003, 2007)
  - Microsoft Visio
  - Microsoft Project
  - Terminal Emulation Software
  - Internet browsers (Internet Explorer, Firefox, etc.)
  - WinZip
  - Cisco Virtual Private Network (VPN)
  - Firewalls

- Adobe Acrobat (Professional, Standard and Reader)
  - Maximo Service Desk
- 3 years experience installing, troubleshooting and fixing issues with the following hardware:
  - Desktop computers (Dell & HP models)
  - Laptops (Dell & Panasonic models)
  - Servers
  - Blackberries
  - Printers (networked and standalone)
  - Scanners (networked and standalone)
  - Multi-Function Copiers
  - Modems
  - Jet Direct Cards
  - Air Cards
  - Switches
  - Routers
  - RSA Secure Tokens
  - Panalogue or Wyse Thin Clients
  - Toning network connections to the switch
- Possess a valid driver's license and vehicle for travel.
- Successfully pass background check per RealID requirements at the TO Contractor's expense including:
  - Validation of references from prior employment.
  - Name-based criminal history record check (court record search).
  - Fingerprint-based criminal history records check (Federal/State).
  - Employment verification – done with completion of an Immigration and Naturalization Employment Eligibility Verification I-9 Form
- Must be able to lift 50 lbs, bending, crawling, climbing, sitting, viewing computer screens and typing for up to 8 hours/day.

**NOTE: The MVA will only accept a maximum of six (6) resumes from each submitted proposal.**

## **2.9 TRAVEL REQUIREMENTS**

The selected resources on occasion shall be required to travel to the various MVA branch offices around the state of Maryland as indicated in Section 2.6.1. Travel reimbursement shall be included in the proposed price for each resource as part of their fully loaded hourly labor rate.

## **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 deliverables described herein to the satisfaction of the TO Manager. 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. The TO Contractor resource shall effectively communicate in English both verbally and in writing (e.g. e-mail)

## **2.11 INVOICE SUBMISSION**

Invoices will be submitted by the TO Contractor on a monthly basis by the 10th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month.

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.

### **2.11.1 INVOICE FORMAT**

- A proper invoice shall identify the MVA labor category, associated TORFP number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the MVA at the following address:

Motor Vehicle Administration (MVA)  
6601 Ritchie Highway, NE  
Glen Burnie, MD 21062  
Attn: Accounts Payable Room/220

- 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.

### **2.11.2 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 10<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the MVA 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-6). Subcontractor reporting shall be sent directly from the subcontractor to the MVA. The MVA 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 MVA MBE Compliance 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 understands of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined 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 up to 6 resumes for all proposed personnel by labor category.
- 2) Document that all proposed personnel meet the minimum required qualifications as specified in the TORFP.
- 3) Complete and provide with the proposal submission, Attachment 5 – Labor Category Personnel Resume Summary. All experience and examples of duties must show a start and end date in the format of month and year. For example: 01/1998 – 12/2001.
- 4) 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 - Forms D-1 and D-2.

##### 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) Must provide three examples of work assignments that each of the proposed personnel has completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, 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 proposed personnel 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).

Note - State of Maryland experience can be included as part of Section 3 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

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 - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

All Pricing shall be valid for 120 days from the date that TO Proposals are submitted.

## 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 MVA 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 proposed solution and understanding of the specifications as specified in the TORFP.
- Personnel experience and capabilities as specified in the TORFP. **\*Note: to include dates to/from (MM/YY – MM/YY)**
- The Master Contractor and Subcontractor's experience and capabilities as specified in the TORFP.

### 4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals must clearly meet or exceed the Minimum Qualifications stated in Section 2.8. TO 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.
- 4.3.2 TO Proposals that are deemed reasonably susceptible for award will be evaluated on the quality of responses to Section 3.2.1 of the TORFP.
- 4.3.3 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. TO Proposals shall be ranked from highest to lowest based on overall submitted proposal.
- 4.3.4 The MVA reserves the right to interview the top fifteen (15) resources, if selection is not made, then the next fifteen (15) resources. All interviews shall be conducted in person. No phone interviews will be accepted.
- 4.3.5 The MVA will evaluate all candidates from each proposal that meet the minimum qualifications
- 4.3.6 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.7 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment.

### 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, Criminal Background Check Affidavits and by a Notice to Proceed authorized by the TO Manager.

**ATTACHMENT 1 - PRICE PROPOSAL**

**The proposed Contractor resource must meet the TO qualifications as stated in Section 2.8 of the TORFP and the labor categories in the CATS II Master Contract.**

PRICE PROPOSAL FOR CATS II TORFP # J00B9200046

LABOR CATEGORY

*TO Contractor may propose up to 6 resources but only 3 will be selected.*

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Est. Total Class Hours	Total Proposed CATS II TORFP Price
(Master Contractor to insert Proposed labor Category for this TORFP)			
<b><u>Year #1: NTP – 5/31/2012</u></b>			
(Resource Name / Category) #1	\$	2080	\$
(Resource Name / Category) #2	\$	2080	\$
(Resource Name / Category) #3	\$	2080	\$
		<b>Total Price Year 1</b>	\$
<b><u>Year #2: 6/1/2012-5/31/2013</u></b>			
(Resource Name / Category) #1	\$	2080	\$
(Resource Name / Category) #2	\$	2080	\$
(Resource Name / Category) #3	\$	2080	\$
		<b>Total Price Year 2</b>	\$
<b><u>Year #3: 6/1/2013-5/31/2014</u></b>			
(Resource Name / Category) #1	\$	2080	\$
(Resource Name / Category) #2	\$	2080	\$
(Resource Name / Category) #3	\$	2080	\$
		<b>Total Price Year 3</b>	\$
<b>Total Evaluated Price</b>			\$

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

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

\_\_\_\_\_  
Title

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

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower, and must include all direct and indirect costs including all overhead and travel and profit for the Master Contractor to perform under the TOA.

## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J00B9200046

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.

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.

The TO Contractor must complete a separate Form D-5 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.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

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-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

## 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 offer submitted in response to TORFP No. J00B9200046, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [ ] percent and, if specified in the TORFP, sub-goals of [ ] percent for MBEs classified as African American-owned and [ ] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [ ] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following 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-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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.

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**Minority Business Enterprise Participation Schedule**

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number J00B9200046	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

<b>TOTAL MBE PARTICIPATION:</b>	_____ %
<b>TOTAL WOMAN-OWNED MBE PARTICIPATION:</b>	_____ %
<b>TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:</b>	_____ %

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 2**

**Minority Business Enterprise Participation Schedule (Continued)**

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE



**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 3**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to TORFP # J00B9200046, I state the following:

2. Offeror identified opportunities to subcontract in these specific work Classifications:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Offeror made the following attempts to contact personally the solicited MBEs:

Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD**

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**Subcontractor Project Participation Statement**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)  
conjunction with TORFP No. J00B9200046, it and \_\_\_\_\_,  
(Subcontractor Name)

MDOT Certification No. \_\_\_\_\_, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 5**

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

Report #: _____	CATS II TORFP #J00B9200046
Reporting Period (Month/Year): _____	Contracting Unit _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	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:**

Michelle Pytko TO Manager Motor Vehicle Administration One Orchard Road Room 242 Glen Burnie, MD 21062 <a href="mailto:mpytko@mdot.state.md.us">mpytko@mdot.state.md.us</a>	Marlo Johnson MVA MBE Compliance Officer Motor Vehicle Administration One Orchard Road Room 436 Glen Burnie, MD 21062 <a href="mailto:Mjohnson10@mdot.state.md.us">Mjohnson10@mdot.state.md.us</a>
---	--

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 6**

**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 #J00B9200046 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:**

Michelle Pytko Assistant IT Director Motor Vehicle Administration 6601 Ritchie Highway Glen Burnie, MD 21062 <a href="mailto:mpytko@mva.maryland.gov">mpytko@mva.maryland.gov</a>	Marlo Johnson MVA MBE Compliance Officer Motor Vehicle Administration One Orchard Road Room 436 Glen Burnie, MD 21062 <a href="mailto:Mjohnson10@mdot.state.md.us">Mjohnson10@mdot.state.md.us</a>
--	--

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Submit as required in TO Contractor MBE Reporting Requirements

## ATTACHMENT 3 - Task Order Agreement

### CATS II TORFP # J00B9200046 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 201**X** by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Motor Vehicle Administration.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Motor Vehicle Administration, as identified in the CATS II TORFP #J00B9200046.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # J00B9200046, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated June 1, 2009.
  - d. “TO Procurement Officer” means Joy Abrams. 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 Motor Vehicle Administration 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 Michelle Pytko 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 **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date 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 supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS 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 MONTH DAY, YEAR.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS 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 Motor Vehicle Administration, 6601 Ritchie Highway, Glen Burnie, MD 21062.

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, MOTOR VEHICLE ADMINISTRATION

\_\_\_\_\_  
By: Joy Abrams, 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 - Labor Category Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor Categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b><u>MUST</u> INSERT LABOR CATEGORY NAME</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 2.10 for the applicable labor category.) (To-From: MM/YY-MM/YY)	
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 SUBMISSION

**ATTACHMENT 6 – DIRECTIONS  
TO THE PRE- PROPOSAL CONFERENCE**

**GLEN BURNIE – HEADQUARTERS / OIR BUILDING**

6601 Ritchie Highway, N.E.  
Lobby – Rooms A & B  
Glen Burnie, MD 21062

**From the Francis Scott Key Bridge** – Take Exit A-2, Rt. 710 (Ordnance Rd.). Make a right onto Rt. 2 (Ritchie Highway)

**From Baltimore City** – Travel 95 South or 295 South to the Baltimore Beltway 695, take 695 East, travel to Exit 3B, make a left turn at the first traffic light, onto the parking lot.

**From the Harbor Tunnel** - Take Exit 14, then Exit 14B, travel Ritchie Highway, follow signs to Motor Vehicle.

**From Towson** – Travel South on 695 to Exit 3B (Ritchie Highway) make a left turn at the first traffic light, onto the parking lot.

**From Laurel or Columbia** – Take 95 North, to 695 East, travel to Exit 3B, make a left turn at the first traffic light, onto the parking lot.

**From Washington or Marlboro** – Take either 95 North or 295 North (Baltimore Washington Parkway) towards Baltimore City, up to the Baltimore Beltway 695. Take 695 East, travel to Exit 3B (Ritchie Highway) make a left turn at the first traffic light, onto the parking lot.

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

This Non- Disclosure Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 200\_, by and between \_\_\_\_\_ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #J00B9200046 for Help Desk Management and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, 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 Joyce Sands, Motor Vehicle Administration on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

## ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the State of Maryland (“the State”), acting by and through its Motor Vehicle 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 Help Desk Management and Support TORFP No. J00B9200046 dated \_\_\_\_\_, (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 this project (the “Confidential Information”).

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

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

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

**Contractor/Contractor's Personnel:**

**Motor Vehicle Administration:**

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

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

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

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

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

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

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

## ATTACHMENT 9 – 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) _____	

D) Was the substitute approved by the agency in writing?  
Yes  No  (If no, explain why) \_\_\_\_\_

**Section 4 – MBE Participation**

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)  
%

B) Are MBE reports D-5 and D-6 submitted monthly?  
Yes  No  (If no, explain why) \_\_\_\_\_

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)  
%  
**(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))**

D) Is this consistent with the planned MBE percentage at this stage of the project?  
Yes  No  (If no, explain why) \_\_\_\_\_

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?  
Yes  No   
  
(If yes, explain the circumstances and any planned corrective actions)  
\_\_\_\_\_

**Section 5 – TO Change Management**

A) Is there a written change management procedure applicable to this TO?  
Yes  No  (If no, explain why) \_\_\_\_\_

B) Does the change management procedure include the following?  
  
Yes  No  Sections for change description, justification, and sign-off  
Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  
Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?  
Yes  No   
  
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)  
\_\_\_\_\_

D) Is the change management procedure being followed?  
Yes  No  (If no, explain why) \_\_\_\_\_



**ATTACHMENT 10 – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

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

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

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

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

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

Name of Authorized Representative: \_\_\_\_\_  
Signature of Authorized Representative: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Witness Name (Typed or Printed): \_\_\_\_\_  
Witness Signature & Date: \_\_\_\_\_

**EXHIBIT A**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

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

## ATTACHMENT 11 – TO CONTRACTOR PERFORMANCE EVALUATION

### GENERAL AND JOB SPECIFIC FACTORS

#### INSTRUCTIONS:

1. Using the criteria for the General Factors found in the Supervisor's Booklet, determine the standards that best fit the employee's work performance and behavior for each of the criteria in that factor.
2. A drop-down box appears on the line for each of the criteria. The Raw Score can be selected by clicking the arrow and then clicking the appropriate score. After the form has been printed, circle the number in the box directly below the standard that applies.
3. Add the column and enter the total in the Raw Score Total column.
4. The Total Raw Score determines the employee's rating for that factor, and the overall rating can be found in the bottom row of the chart for that factor. Circle the rating for that factor after the form has been printed. Transfer the ratings to the Appraisal Form Summary Sheet.
5. Complete steps 1 - 4 for the Job Specific Factors.
6. The form has been created in a protected format. Data only can be entered in the Name, EIN, Rated Raw Score fields and drop-down boxes. The Page Up or Page Down, or Tab key moves the cursor through the fields on the form. On the drop-down boxes, click on the arrow and then click on the appropriate number to enter that score.
7. Enter the name, EIN, and rating year on each page of the form. The rating year should be entered as a 4 position year. All scores are entered using the drop-down boxes as explained above. Total s must be calculated manually and entered into the appropriate boxes.

CRITERIA ASSESSMENT SHEET - GENERAL FACTORS

Name: \_\_\_\_\_ EIN: \_\_\_\_\_ Rating Yr: \_\_\_\_\_

<b>DEPENDABILITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Use of Unauthorized Leave				3	2	1	+
Compliance with Leave Policies & Procedures		5		3	2	1	+
Total Raw Score							=
Total Raw Score	15 - 13	12 - 11	10 - 8	7 - 5	4 - 3		
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INITIATIVE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Self-Improvement		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>INTERPERSONAL RELATIONSHIPS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
<b>WORK HABITS</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Target & Timetables		5	4	3	2	1	+
Communication with Supervisor		5	4	3	2	1	+
Use of Time		5	4	3	2	1	+
Organization of Work Environment		5		3	2	1	+
Judgment Regarding Benefits & Privileges		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5		
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		

**CRITERIA ASSESSMENT SHEET**

**JOB SPECIFIC FACTORS - PROFESSIONALS**

**Name:**

**EIN:**

**Rating Yr:**

<b>JOB KNOWLEDGE</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Resources, Technology & Regulations		5	4	3	2	1	+
Utilization Resources/Collective Knowledge		5	4	3	2	1	+
Standards Industry/Professional Practices		5	4	3	2	1	+
Development of Applications		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10		9 - 6		5 - 4
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets		Below		Far Below
<b>JOB QUALITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timeliness & Accuracy		5	4	3	2	1	+
Work Process & Workmanship		5	4	3	2	1	+
Problem Solving		5	4	3	2	1	+
Customer Service		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	20 - 18	17 - 14	13 - 10		9 - 6		5 - 4
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets		Below		Far Below
<b>JOB QUANTITY</b>		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Meeting Schedules			4	3	2	1	+
Projects & Special Assignments		5	4	3	2	1	+
Productivity		5	4	3	2	1	+
Volume of Work		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	19 - 18	17 - 14	13 - 10		9 - 6		5 - 4
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets		Below		Far Below

**ATTACHMENT 12 – SMALL BUSINESS CONTRACT AFFIDAVIT**

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

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

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

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

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

I AFFIRM THAT:

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

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

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

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

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

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

Signature (Authorized Representative and Affidavit)

**ATTACHMENT 13 – MVA BRANCH LOCATIONS**

<p align="center">Annapolis 160 Harry S. Truman Parkway Annapolis, MD 21401</p>	<p align="center">Glenmont Express 12335 C &amp; D Georgia Avenue Silver Spring, MD 20906</p>
<p align="center">Baltimore City 5425 Reisterstown Road Baltimore, MD 21215</p>	<p align="center">Hagerstown 18306 Col. Henry K. Douglas Drive Hagerstown, MD 21740</p>
<p align="center">Beltsville 11760 Baltimore Avenue Beltsville, MD 20705</p>	<p align="center">Largo 10251 Central Avenue Upper Marlboro, MD 20772</p>
<p align="center">Bel Air 501 MacPhail Road Bel Air, MD 21014</p>	<p align="center">Loveville 27351 Point Lookout Road Leonardtown, MD 20650</p>
<p align="center">Columbia Express 6490 Dobbin Road South Columbia, MD 21045</p>	<p align="center">Oakland 400 Weber Road Oakland, MD 21550</p>
<p align="center">Cumberland 13300 Winchester RD, SW Cumberland, MD 21502</p>	<p align="center">Prince Frederick 200 Duke Street Prince Frederick, MD 20678</p>
<p align="center">Easton 9148 Centerville Road Easton, MD 21601</p>	<p align="center">Salisbury 251 Tilghman Rd. Salisbury, MD 21804</p>
<p align="center">Elkton 105 Chesapeake Blvd, Suite A Elkton, MD 21921</p>	<p align="center">Loch Raven/Parkville, Express 8966 Waltham Woods Rd. Parkville, MD 21234</p>
<p align="center">Essex 1338A Eastern Blvd. Baltimore, MD 21221</p>	<p align="center">Waldorf 11 Industrial Park Drive Waldorf, MD 20602</p>
<p align="center">Frederick 1601 Bowman Farm Rd. Frederick, MD 21701</p>	<p align="center">Walnut Hill Express 16516 South Westland Dr. Gaithersburg, MD 20877</p>
<p align="center">Gaithersburg 15 Metropolitan Grove Rd. Gaithersburg, MD 20878</p>	<p align="center">Westminster 1106 Baltimore Blvd. Westminster, MD 21157</p>
<p align="center">Glen Burnie 6601 Ritchie Highway, N.E. Glen Burnie, MD 21062</p>	<p align="center">White Oak 2131 Industrial Parkway Silver Spring, MD 20904</p>

**ATTACHMENT 13A – MVA BRANCH LOCATIONS - COUNTY OFFICE LOCATIONS**

<p align="center">Calvert County Courthouse Main Street, Room 109d Prince Frederick, MD 20678</p>	<p align="center">Kent County Courthouse Box 245 Chestertown, MD 21620</p>
<p align="center">Caroline County Courthouse Main Street, Room 107 Denton, MD 21629</p>	<p align="center">Queen Anne’s County 107 North Liberty Street Centreville, MD 21617</p>
<p align="center">Charles Co. Courthouse, Treasurers Office Charles Street Room 148 LaPlata, MD 20646</p>	<p align="center">St. Mary’s County Washington Street, Route 245 Leonardtwn, MD 20650</p>
<p align="center">College Park, Municipal Center 4500 Knox Road College Park, MD 20740</p>	<p align="center">Somerset County Courthouse Prince William Street Princess Anne, MD 21853</p>
<p align="center">Dorchester County Office Building 501 Court Lane, Room 102 Cambridge, MD 21613</p>	<p align="center">Worcester County Courthouse Room 110 Snow Hill, MD 21862</p>
<p align="center">Frederick Co. Treasurer’s Office Winchester Hall, Room 172 Frederick, MD 21701</p>	<p align="center">Worcester County 13070 St Martin’s Neck Road Bishopville, MD 21813</p>



**ATTACHMENT 13B – MVA BRANCH LOCATIONS - VEIP LOCATIONS**

<p align="center">Anne Arundel County, North 721 Ordnance Road Baltimore, MD 21226</p>	<p align="center">Frederick County 1506 Tilco Drive Frederick, MD 21701</p>
<p align="center">Anne Arundel County, South 189 Defense Highway Annapolis, MD 21401</p>	<p align="center">Harford County 1631 Robin Circle Hickory, MD 21050</p>
<p align="center">Baltimore City, East 5900 Erdman Avenue Baltimore, MD 21205</p>	<p align="center">Howard County 6340 Woodside Court Columbia, MD 21048</p>
<p align="center">Baltimore City, West 1411 S. Edgewood St. Baltimore, MD 21227</p>	<p align="center">Montgomery County, Central 15910 Cheiftain Avenue Derwood, MD 20855</p>
<p align="center">Baltimore County 11510 Cronridge Drive Owings Mills, MD 21117</p>	<p align="center">Montgomery County, East 2121 Industrial Parkway White Oak, MD 20904</p>
<p align="center">Calvert County 1035 Theater Drive Prince Frederick, MD 20678</p>	<p align="center">Montgomery County, West 7407 Lindberg Drive Gaithersburg, MD 20879</p>
<p align="center">Carroll County 50 Aileron Court Westminster, MD 21157</p>	<p align="center">Prince George’s County, North 7401 Jefferson Avenue Landover, MD 20785</p>
<p align="center">Cecil County 1644 Pulaski Highway Elkton, MD 21921</p>	<p align="center">Prince George’s County, South 7213 Old Alexandria Ferry Rd. Clinton, MD 20735</p>
<p align="center">Charles County 28 Henry Ford Circle Waldorf, MD 20601</p>	<p align="center">Queen Anne’s County 230 Hess Road Grasonville, MD 21638</p>
<p align="center">Washington County 12100 Insurance Way Hagerstown, MD 21740</p>	

**ATTACHMENT 14 – 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 060B9800035 (CATS II) 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 II 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

**Summary Recommendations for Solicitation**

- 1) Finalize language changes in solicitation based on ITPO's suggestion.
- 2) Update Financial Proposal Section to align with CATS II dates.
- 3) Update blue areas with updated information for release.
- 4) Review and confirm changes as highlighted in TORFP and then MDOT may release.