

**Request for Resume (RFR)  
CATS II Master Contract  
All Master Contract Provisions Apply**

Section 1 –General Information			
<b>RFR Number: (Reference BPO Number)</b>	J01B3400011		
<b>Functional Area (Enter One Only)</b>	FA 10 IT Management Consulting Services		
<b>Labor Category</b>			
A single support staff or support groups of up to five members may be engaged for up to six months without renewal options. A single award for a Major IT Development Project Manager may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in the CATS II RFP.			
1. Senior Subject Matter Expert			
<b>Anticipated start date</b>	TBD		
<b>Duration of assignment</b>	Not to exceed 6 months		
<b>Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")</b>	Yes		
<b>MBE goal, if applicable</b>	%0		
<b>Issue Date:</b> <small>mm/dd/yyyy</small>	January 29, 2013	<b>Due Date:</b> <small>mm/dd/yyyy</small>	February 18, 2013
		<b>Time (EST):</b> <small>00:00 am/pm</small>	2:00 PM
<b>Place of Performance:</b>	Maryland Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076		
<b>Special Instructions:</b> <small>(e.g. interview information, attachments, etc.)</small>	Interviews will be conducted by a panel using a standardized set of interview questions for all qualified candidates.		
<b>Security Requirements (if applicable):</b>	Selected personnel must pass background checks and obtain State ID Badges paid for by the Contractor		
<b>Invoicing Instructions:</b>	Invoice is to be submitted to: Bud Frank Maryland Department of Transportation 7201 Corporate Center Drive Hanover, MD 21076		
Section 2 – Agency Point of Contact (POC) Information			
<b>Agency / Division Name:</b>	Maryland Department of Transportation (MDOT) The Secretary's Office		
<b>Agency POC Name:</b>	Joy Abrams	<b>Agency POC Phone Number:</b>	410-865-1133
<b>Agency POC Email Address:</b>	<a href="mailto:jabrams@mdot.state.md.us">jabrams@mdot.state.md.us</a>	<b>Agency POC Fax:</b>	410-865-1388
<b>Agency POC Mailing Address:</b>	Same as above		

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**Section 3 – Scope of Work**

**Background**

The Maryland Department of Transportation (MDOT) operates out of the Harry Hughes Building located at 7201 Corporate Center Drive, Hanover, MD 21076. This facility serves as the “Headquarters” for MDOT, and is commonly referred to as “The Secretary’s Office” or TSO. The facility has an existing Closed-Circuit Television System (CCTV) that is used generally to provide a secure and safe environment for TSO employees, and those that come to the facility. More specifically, the system needs to provide effective surveillance over the entire TSO facility with five (5) overall requirements to be satisfied:

- Deterrence of acts of terrorism.
- Protection of MDOT employees and visitors.
- Protection of MDOT property from unauthorized access.
- Comprehensive and authenticated incident recording.
- Seamless integration to State and Federal agencies

The CCTV surveillance system shall provide MDOT with effective CCTV surveillance at:

- The entire exterior of the Hughes Building.
- All designated parking lots.
- All entrance-ways and access control points.
- All walkways and bridges leading to the Hughes facility.
- Designated areas within the building, to include: elevator entrances, specified hallways, and stairwells.

**Job Description/s**

<b>Labor Category/s (From Section 1 Above)</b>	<b>Duties / Responsibilities</b>
1. Senior Subject Matter Expert	See Attachment 3

**Minimum Qualifications**

For minimum qualifications, see the labor category description in the CATS II RFP for the subject RFR labor category. In addition, qualified candidates must meet the minimum qualifications specified below.

<b>Labor Category/s (From Section 1 Above)</b>	<b>Minimum Experience/Knowledge/Skill</b>
1. Senior Subject Matter Expert	<ul style="list-style-type: none"> <li>• For minimum requirements, see CATS II Labor Category for Senior Subject Matter Expert.</li> </ul> <p><b>CANDIDATES MUST MEET THE FOLLOWING CRITERIA:</b></p> <ul style="list-style-type: none"> <li>• –At least five years (5) experience in the large-</li> </ul>

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	<p>scale deployment of CCTV surveillance and monitoring systems</p> <ul style="list-style-type: none"> <li>• At least five (5) years of experience in the design and implementation of a large scale technical project in a State or Federal Agency</li> <li>• At least five (5) years of experience, and Knowledge of applicable telecommunication policies and procedures of the State of Maryland</li> <li>• At least five (5) years of experience with the operations of the MDOT Enterprise Network</li> <li>• At least five (5) years of experience, of the State of Maryland and MDOT Information Technology Security Policy and Standards</li> <li>• At least five (5) years of experience, of the State of Maryland Consulting and Technical Services II Contract (CATS II)</li> <li>• At least five (5) years of experience, in drafting Request For Proposal (RFP), Invitation For Bid (IFB), and Task Order Request For Proposal (TORFP)</li> </ul>
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**Section 4 - Required Submissions**

<p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>- Master Contractors may propose only one candidate for each position requested.</li> <li>- Master Contractors electing not to propose in response to the RFR must submit a “Master Contractor Feedback Form” via the “Master Contractor Login” on the CATS II web site.</li> <li>- Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:</li> <li>- <b>Email 1 with “Technical”: RFR number, Master Contractor Name, &amp; candidate name, and in the subject line</b> <ul style="list-style-type: none"> <li>o Resume for the labor category described in the RFR (Attachment 1)</li> <li>o Two (2) current references that can be contacted for performance verification of the submitted candidate(s) work experience and skills. Telephone number and email address of reference is needed.</li> </ul> </li> <li>- <b>Email 2 with “Financial”: RFR number, Master Contractor Name, &amp; candidate name, and in the subject line</b> <ul style="list-style-type: none"> <li>o Price Proposal (Attachment 2)</li> <li>o Conflict of Interest Affidavit (Attachment 4)</li> <li>o Living Wage Affidavit (Attachment 5)</li> <li>o Non Disclosure (Offeror) ( Attachment 7)</li> <li>o Small Business Contract Affidavit (Attachment 8)</li> </ul> </li> </ul>
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1. Resume must include work history relevant to this task and no less than two (2) references

**Section 5 – Evaluation Criteria –  
(Provide a list of evaluation criteria in descending order of importance)**

1. Work Experience
2. Knowledge, references
3. Price

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**Basis for Award Recommendation**

RFRs will be awarded in accordance with the competitive Sealed Proposals process under COMAR 21.05.03. The agency POC will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. The agency POC will initiate and deliver a RFR Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

**Section 6 – Required Deliverables**

1. Camera Field View Plan, Recommendations for system upgrade or replacement -due in three weeks from Notice to Proceed.
2. Draft Task Order Request for Proposals (TORFP)/Invitation For Bids (IFB), Request for Proposal (RFP) – due six (6) weeks from Notice to Proceed.

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**ATTACHMENT 1 – RFR RESUME FORM**

RFR # J01B3400011

Instructions: Insert resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR.

Candidate Name:	Labor Category (from Section 1 of the RFR):
Master Contractor:	

**A. Education / Training**

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

**B. Relevant Work Experience**

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

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

<add lines as needed>

**C. Employment History**

List employment history, starting with the most recent employment first

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

**D. References**

List persons the State may contact as employment references

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

ATTACHMENT 2

**RFR PRICE PROPOSAL - SUPPORT STAFF**

RFR # J01B3400011

(This form is to be filled out by Master Contractors)

<b>Proposed Labor Category</b>	<b>Hourly Labor Rate</b>	<b>Total Hours (up to 6 months)</b>	<b>Labor Category Price (Labor Rate x Hours)</b>
<b>1. Senior Subject Matter Expert</b>	\$	<b>1000</b>	\$
<b>Total RFR Price (Sum of Labor Category Prices):</b>			\$

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

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

\_\_\_\_\_  
Title

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

Proposed labor categories must be from those described in the CATS II Master Contract and must correspond to the resume/s provided. Support staff is limited to engagements of up to six months. The "Hourly Labor Rate" is the actual fully-loaded rate, all inclusive that the State will pay for services recorded in dollars and cents. Hourly rates must be equal to or less than the rates proposed by the Master Contractor for the CATS II Master Contract.

### **Attachment 3 Duties and Responsibilities**

MDOT requires a contractor to review the technical capabilities of the existing CCTV System and provide the following:

- Prepare a Camera Field of View plan for the existing system for the purposes of providing a Gap Analysis; what areas are not adequately covered by CCTV Fields of View.
- Examine all existing hardware, software, components, connectivity, operating systems, cameras, power capabilities, etc. to determine if they are functioning properly and interfaced to provide optimal performance. Additionally, examine all devices listed above that may be functioning properly, but may be near or surpassed their “end-of-life cycle” period of performance.
- Examine storage devices for performance and capabilities.
- Seamless integration to State and Federal agencies. The CCTV surveillance system shall provide full integration of the MDOT CCTV system to all other Maryland State Agencies. The concept is that the MDOT CCTV surveillance system, as represented by video images, is available to any properly authorized State or Federal Agency. The corollary is that authorized MDOT personnel also have seamless access to video images. In effect, the MDOT security system shall be an intrinsic part of the State and Federal security system.
- Security Requirements. The MDOT CCTV surveillance system shall be fully secure. The following description is of the minimal security requirements; the Contractor may propose additional security features.
  1. The system shall use password authentication to enable only authorized users access to the system, and the stored video images therein. As the MDOT incident records may be subject to depositions and other legal actions, access to the records may need to be limited to a “need to know” basis, whereas other video recordings, such as routine monitoring of the number of cars entering a parking lot on a given day or period, may not be on a “need to know” basis. These different procedures shall be developed, written, and promulgated as part of the documentation of the project.
  2. The entire MDOT CCTV security system is subject to the requirements of the Homeland Security Act, and dissemination of the actual characteristics and capabilities of the system should be avoided to the greatest extent possible. Detailed information should be made available only on a “need to know” basis. Project documentation that includes sensitive information must include the following notice:

*“WARNING: This document may contain Sensitive Security Information that is controlled under 49 CFR Part 1520. Should it be determined that this document or any part thereof are indeed controlled under 49 CFR 1520, no part of this document should be released to any persons without a need to know, as defined in 49 CFR 1520, except with the written permission of the Administrator of the Transportation Security Administration, Washington, D.C. Unauthorized release may result in civil*

*penalty or other action. For U.S. Government Agencies, public release is governed by 5 U.S.C 552”*

- The Camera Field of View document, and a written recommendation for replacement or upgrade will be provided within three weeks of Notice-To-Proceed.

After completing the above listed requirements, and meeting with MDOT representatives, the contractor shall complete the design services to meet the needs required to obtain a contractor for completion the following tasks. This document will be provided within six weeks of Notice-To-Proceed:

1. Develop system plans and schematics for the CCTV system’s existing conditions and then develop new plans and specifications incorporating the necessary upgrades for bid. These services shall include, but not limited to; repair or replacement of components, software specifications for compatibility with upgraded systems, etc.
2. An add alternate plan also to be included is to possibly incorporate the ability to share video with existing MDOT Modal systems as well as other Federal, State, and Local agencies. This video-sharing will be based on existing protocols and “best-practices” already in place, commonly referred to as the “transcoder solution”.
3. Draft the Task Order Request for Proposals (TORFP), to obtain a qualified vendor to complete the work identified, assist with the selection process to identify the best vendor, and assist as Project Manager to complete the work required.
4. Any, and all, design plans must include requirements for the proposed CCTV system solution to be able to withstand security scans, as follows:
  - (a.) Any and all new equipment or software that is placed on the MDOT Enterprise network shall be required to follow the MDOT Configuration Change Process and comply with MDOT standards.
  - (b.) All new hardware/software planned on the MDOT Enterprise network shall be subject to a Vulnerability Assessment prior to being approved for production on the MDOT network. The Vulnerability Assessment tool most commonly used by MDOT is NCircle IP360, however, in certain situations MDOT may elect to use Nessus to scan hardware. A standard vulnerability scan consists of:
    - (Pings target (ICMP)
    - Stack Fingerprinting – tries to figure out the operating system and version
    - Application Scan – tests for default applications and protocols
    - Port Scan – scans 75 common ports
    - Vulnerability Scan based on findings of application scan and port scan
    - Host Configuration Check – if windows or a device that supports SSH, will use enterprise credentials to login and check certain things such as registry settings, host files and other configurations.

All new hardware or software installed on the MDOT network that requires the use of IIS or IIS services shall be subject to a scan of the URL and or Web Services using HP Web Inspect. Systems will not be placed into production until all errors detected by Web Inspect and deemed necessary by MDOT Security to address are remediated.

Any new hardware or software installed on the MDOT network that requires either Network or Security engineering (or both) shall have to be reviewed and approved by the MDOT Security Working Group and Wide Area Network working group before being put into production. The security working group is held on the 2<sup>nd</sup> Thursday of each month the Wide area network working group is held on the 3<sup>rd</sup> Thursday of each month.



For submission to these groups the following information will be needed.

- System Description / Narrative of what business function the system / hardware is in support of.
- Logical and Physical diagrams of the equipment and/or system.
- If firewall interaction is required, source and destination IP Addresses along with all of the various Ports and Protocols required.

**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 sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

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

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

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

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

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

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

## ATTACHMENT 5

### Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**Attachment 6**

**Affidavit of Agreement**

Maryland Living Wage Requirements-Service Contracts

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 Title18, 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 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.

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

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 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 contract will be 17 years of age or younger during the duration of the contract; or
- \_\_\_\_\_ All employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

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

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness Signature Date

## ATTACHMENT 7

### NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO/RFR Proposal in response to CATS II RFR #J01B3400011 for a Senior Subject Matter Expert. In order for the OFFEROR to submit a TO/RFR Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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: \_\_\_\_\_



**ATTACHMENT 8 - 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)

## NOTICE TO BIDDERS

### SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

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

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

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