

**Request for Resume (RFR)
CATS II Master Contract**

Section 1 –General Information

RFR Number: (Reference BPO Number)	J01B3400012		
Functional Area (Enter One Only)	Functional Area 10 – IT Management and Consulting Services		
Position Title/s or Service Type/s (Short term staff or PMP)			
Labor Category # 4 Subject Matter Expert			
Anticipated start date	TBD		
Duration of assignment	Not To Exceed Six Months		
Designated Small Business Reserve?(SBR): (Enter "Yes" or "No")	Yes		
MBE goal, if applicable	0%		
Issue Date: mm/dd/yyyy	03/05/2013	Due Date: mm/dd/yyyy	03/28/2013
		Time (EST): 00:00 am/pm	2:00pm
Place of Performance:	Maryland Department of Transportation 7201 Corporate Center Drive, Hanover MD 21076		
Special Instructions: (e.g. interview information, attachments, etc.)	Interviews will be conducted by a panel of three people using a standard set of questions for all qualified candidates.		
Security Requirements (if applicable):	N/A		
Invoicing Instructions:	Invoice is to be submitted to Brian Martin Office of Planning and Capital Programming 7201 Corporate Center Drive Hanover, MD 21076		

Section 2 – Agency Point of Contact (POC) Information

Agency / Division Name:	Maryland Department of Transportation (MDOT) Office of Procurement on behalf of Office of Planning and Capital Programming (OPCP)		
Agency POC Name:	Joy Abrams MDOT Procurement Officer	Agency POC Phone Number:	410-865-1133
Agency POC Email Address:	jabrams@mdot.state.md.us	Agency POC Fax:	410-865-1388
Agency POC Mailing Address:	7201 Corporate Center Drive, Hanover MD 21076		

Section 3 – Scope of Work

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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 the MDOT, and is commonly referred to as “The Secretary’s Office” or TSO. The facility has an existing legacy Capital Program Management System (CPMS) used by the Office of Planning and Capital Programming (OPCP) to manage the Department-wide six (6) year capital budget plan for the Secretary’s Office and the five (5) modal administrations (Maryland Aviation, Maryland Port, Motor Vehicle, Maryland Transit Administrations & State Highway). The system is several years old and the MDOT desires to improve the efficiency of the process and ensure a stable and scalable solution. In general, the MDOT desires a needs analysis that gathers appropriate information to help refine technical specifications required for an enterprise system in broad terms.

To accomplish this, the MDOT is seeking a Subject Matter Expert to review and document the workflow process of managing the Department capital budget, evaluate and document the current legacy system functionality, examine all documentation and maintenance records of the current legacy system to ensure it is adequate and current, identify any, and all, gaps or enhancement opportunities between the workflow process and current legacy system, and make recommendations for maintaining or enhancing the current system, or replacing it. Proposing such enhancements for the current legacy system shall preclude the contractor from participating in any such work. The contractor will also be required to develop a scope of work, to be used to replace the current legacy system, should the Department choose to go that route. Development of this SOW shall preclude the vendor from participating in such a solicitation. All findings deliverables and recommendations are to be referenced in a final executive summary.

Job Description/s

Position Title/s or Service Type/s (From Section 1 Above)	Duties / Responsibilities	
1. Subject Matter Expert		What & Why
	1.	<p>What are MDOT's current financial “business processes”?</p>
	2.	<p>What technology does MDOT have in place today to develop and manage the Capital program (CPMS).</p>
3.	<p>How does MDOT use CPMS and other technology to accomplish these business objectives?</p>	
		Activity (Responsibility)
		<p>Conduct a thorough business process analysis. (Consultant-OPCP/OoF)</p>
		<p>Surveying and documenting. This survey will record all hardware along with its age and condition, all software along with the release version and any patches that have been applied, and should make reference to the business processes that are supported by the technology. It should also provide an evaluation as to the system having full and adequate documentation. The survey needs to be exhaustive, accurate and well-documented. (Consultant)</p>
		<p>Identify deficiencies in the existing technology. What risks are present with current system design? Interview leadership and staff exposing all the ways in which the existing technology fails to support the mission of the enterprise. Document all the known and perceived</p>

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		deficiencies. (Consultant)
4.	Are there opportunities for improvement?	Research solutions to the deficiencies. Scan of similar products in use by public agencies & private companies with a focus on OTS and custom products and compare costs. Justify upgrading hardware or software Investigate solutions to develop conclusions about effectiveness and suitability. (Consultant - OTTS, OPCP, OoF, Modes)
5.	Present to Secretary/Deputy	Write up findings and conclusions in a comprehensive document that includes technology survey, a listing of deficiencies and the effects these have on MDOT's current and desired business functions, along with our recommendations for upgrades, if any. If recommend any new software be purchased or licensed, provide the supporting rationale in terms of improvements to business functions that will result. In all cases provide the estimated costs of any changes recommended. (Consultant - OTTS, OPCP, OoF, Modes)

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.

Position Title/s or Service Type/s (From Section 1 Above)	Required Experience/Knowledge/Skill
1. Subject Matter Expert	<ul style="list-style-type: none"> • For minimum requirements, see CATS II Labor Category #4 Subject Matter Expert: • At least 5 years experience in <u>each</u> of the following areas: <ul style="list-style-type: none"> • Creation, modification and management of relational databases • Expertise in Visual Basic for Applications • Experience with various versions/releases of Microsoft Access • Experience with various versions/releases of Microsoft Windows operating systems • Documentation of programming code • Experience with system users to address specific technical needs • Demonstrated analytical and troubleshooting skills

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Section 4 - Required Submissions

NOTE:

- Master Contractors may propose only one candidate for the position requested.
- Master Contractors electing not to propose in response to the RFR must submit a "Master Contractor Feedback Form" via the "Master Contractor Login" on the CATS II web site.
- Master Contractors proposing in response to the RFR must submit the following documents below as separate files contained in two separate emails as follows:
- **Email 1 with "Technical: RFR J01B3400012, Master Contractor Name, & Candidate Name" in the subject line**
 1. Resume for the labor category described in the RFR (Attachment 1)
 2. 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 required.
 3. Conflict of Interest Affidavit (Attachment 3)
 4. Living Wage Affidavit (Attachment 4)
 5. Non Disclosure/Offeror (Attachment 5)
 6. Small Business Contract Affidavit (Attachment 6)
- **Email 2 with "Financial: RFR J01B3400012, Master Contractor Name, & Candidate Name" in the subject line**
 1. Price Proposal (Attachment 2)

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

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.**

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 ATTACHMENT 1 – RFR RESUME FORM

Instructions: Insert resume information in the fields below; do not submit other resume formats. Submit only one resume per Position or Service described in Section 1 of the RFR. If the RFR requests multiple Positions or Services, use a separate resume form for each proposed candidate.

Candidate Name:	Position Title or Service Type (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 Required 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>			

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ATTACHMENT 2

RFR PRICE PROPOSAL – ONE POSITION

RFR # **J01B3400012**

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

Job Title	Proposed CATS II Labor Category	Candidate Name	Hourly Labor Rate	Total Hours / Resources (up to 6 months)	Labor Category Price (Labor Rate x Hours)
1. Subject Matter Expert	Labor Category # 4 Subject Matter Expert		\$	1,000*	\$
Total Evaluated RFR Price (Sum of Labor Category Prices):					\$

*Note: Hours are used for evaluation purposes only. Actual hours per resource for a labor category may be more or less.

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.

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Attachment 3

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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ATTACHMENT 4

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.

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- 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.

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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.

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**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

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ATTACHMENT 5**

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.

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8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____
NAME: _____
ADDRESS: _____

BY: _____
TITLE: _____

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ATTACHMENT 6**

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)

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NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

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

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

The business is independently owned and operated;

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

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

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Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.