



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

Mainframe and Peripheral Maintenance Support

CATS II TORFP #

J01B9200041

**Maryland Department of Transportation (MDOT)
Office of Transportation Technology Services (OTTS)**

ISSUE DATE: July 7, 2011

SMALL BUSINESS RESERVE

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KEY INFORMATION SUMMARY SHEET

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

TORFP NAME:	Mainframe and Peripheral maintenance and support
FUNCTIONAL AREA:	FA6 System Operations, Maintenance & Support
TORFP ISSUE DATE:	July 7, 2011
Closing Date and Time:	July 29, 2011 at 2:00 pm
TORFP Issuing Office:	Maryland Department of Transportation Office of Transportation Technology Services
Questions and Proposals are to be sent to:	Donna Ziegenhein dziegenhein@mdot.state.md.us
TO Procurement Officer	Donna Ziegenhein Office Phone: 410-865-1133 Office Fax: 410-865-1388
TO Manager:	Michael Hicks Office Phone: (410) 787-7969 Fax: 410-768-7078 Email: mhicks1@mdot.state.md.us
Project Number:	Market Purchase Order Number #J01B9200041
TO Type:	Fixed price
Period of Performance:	NTP through May 31, 2014
MBE Goal:	0 percent
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	One Orchard Road Glen Burnie, Maryland 21060 *multiple locations see Exhibit B
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	n/a
TO Pre-Proposal Conference:	MDOT – TSO – Harry Hughes Conference Rm. #2 7201 Corporate Center Drive, Hanover, MD 21076 July 14, 2011 at 10: AM See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The Task Order (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. 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. 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 #J01B9200041. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP #J01B9200041 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP #J01B9200041 Financial". The following proposal documents 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 (if applicable)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 7 – Non-Disclosure Agreement (Offeror)
- Attachment 8 – Non-Disclosure Agreement (TO Contractor)
- Attachment 10 – Living Wage Affidavit of Agreement
- Attachment 11 - Small Business Contract Affidavit

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TOA shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MDOT/OTTS, One Orchard Road, Glen Burnie, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.7 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.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 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.

1.9 SMALL BUSINESS RESERVE

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 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. Vendor must be certified as a Small Business at the time of award of the TOA.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

This TORFP is issued to obtain the services from a TO Contractor for maintenance services for Maryland Department of Transportation, the Office of Transportation Technology Services (OTTS) mainframe and peripheral hardware components listed in Exhibit B of this TORFP. The TO Contractor shall be accountable for meeting the service levels for each of the components listed in this statement of work. These components are located in offices throughout the entire state of Maryland so vendors will need to prove their ability to meet the service levels defined for any location in the State.

It should be noted that some of the equipment in Exhibit B of this TORFP are currently under warranty. All equipment that has a warranty period will be indicated in Exhibit B with the start and end date of the warranty. It is expected that the selected TO Contractor will assume maintenance responsibility for any equipment that is under warranty on the expiration date of the warranty.

2.2 REQUESTING AGENCY INFORMATION

OTTS operates a twenty-four (24) hours a day, seven (7) days a week data center and is tasked with providing all information technology services for all Transportation Business Units (TBU's) within the MDOT (see Exhibit B for list of equipment locations). This includes but is not limited to State Highway Administration (SHA), Maryland Port Administration (MPA), Motor Vehicle Administration (MVA), MDOT Secretary's Office (TSO) including the Financial Management Information System (FMIS), Human Resources (HR), Employee Management Information System (EMIS) Payroll and many others. OTTS is responsible for the delivery and technical support of various software and hardware platforms including the IBM mainframe zSeries enterprise server system, DASD and tape subsystems, and all associated peripherals. OTTS implements MDOT's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services to our clients. Specific hardware configurations are defined further in this TORFP.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

TO Contractor Manager shall act as liaison between the MDOT/OTTS TO Manager and TO Contractor maintenance provider. The TO Contractor Manager will handle scheduling of all necessary meetings and conference calls and will provide the MDOT/OTTS TO Manager with a list of any action items resulting from those meetings or calls.

TO Contractor maintenance technicians have the responsibility to provide support in all technical aspects of the MDOT/OTTS requirements in accordance with Service Level Agreements stated further in this TORFP.

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

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The OTTS is responsible for the delivery and technical support of various hardware and operating system platforms including the systems programming, and maintenance of an IBM mainframe system. OTTS provides mainframe computing services to a diverse audience of users and the availability of the IBM

mainframe and all of its components are a key factor in attaining our service level commitment of 99% scheduled system uptime for the IBM mainframe. Failure to meet our established service levels can have a significant impact on Public Safety as well as our other business partners.

In addition to the IBM mainframe equipment, MDOT OTTS has peripheral equipment including but not limited to direct Access Storage Devices (DASD), magnetic tape subsystem, high speed laser printers and impact printers located in various MDOT locations throughout the State of Maryland.

2.5 REQUIREMENTS

2.5.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

- A) The TO Contractor shall provide hardware maintenance and support for all of the mainframe and peripheral equipment and components listed in Exhibit B.
- B) The TO Contractor shall adhere to the service levels as defined in 2.5.2 Service Level Agreement of this TORFP for all equipment in Exhibit B.

Maintenance: The TO Contractor shall be responsible for:

Remedial Maintenance (Unscheduled). When any equipment covered under this Statement of Work is inoperable, the TO Contractor shall have certified personnel on the job to return the equipment to operable condition. If the TO Contractor is notified of an equipment problem the TO Contractor shall initiate remedial maintenance immediately unless a delay is requested by MDOT. If a delay is requested by MDOT, the time of commencement of that remedial maintenance will be mutually agreed upon. If the equipment remains inoperable for more than 4 hours after remedial maintenance is started, the TO Contractor shall provide at least the next higher-level technical support to augment the efforts of the on-site maintenance personnel.

2.5.1.2 Escalation Process. The TO Contractor shall include in the proposal an escalation process that adheres to the following:

Escalation Protocol
Closed Loop Problem Management

<u>Time</u>	<u>Event/Activity</u>
0 hour	Problem Avoidance/Approach
1 hour	Customer Support Center Notified (Add Tech) Local Back-up Dispatched Remote Diagnostics
4 hour	Field Support Manager Notified Plant Engineering Support Field Tech Center Dispatched (If Required)
8 hours	Customer Support Center Dispatch (IF Required) Factory Dispatch (If Required)

The TO Contractor Manager shall coordinate all activities surrounding the outage. Escalation of maintenance procedures shall include the provision of technical support persons having experience in areas applicable to the problem at hand.

2.5.1.3 Back-up Maintenance Expertise. The TO Contractor is required to have available more experienced personnel to backup the local field personnel. Subcontracting for more experienced consultants when the field technician cannot resolve the equipment malfunction within the specified four hour period may be proposed. This expertise shall extend to cover all aspects of the electronic and electromechanical components, which comprise the hardware listed in Exhibit B. After four (4) hours of maintenance at the first escalated level of support without problem resolution, TO Contractor personnel from the next higher level must be dispatched to the maintenance site to aid in the diagnosis of malfunctions or other maintenance considerations at no additional charge to MDOT.

2.5.1.4 Replacement Option. After the maximum twenty-four hours of on-site troubleshooting and repair effort has been expended, the TO Contractor shall initiate a replacement strategy. The system downtime is not to exceed the SLA. The replaceable unit or option will be supplied at no additional charge to MDOT.

2.5.1.5 Point of Contact. The TO Contractor shall provide the MDOT a toll free phone number for service calls. This phone number shall be available 24 hours a day, 7 days a week for placement of service calls. MDOT has the responsibility to provide the point of contact with as much information as possible to allow the proper selection of personnel and equipment to dispatch to the system site.

2.5.1.6 Field Changes (FC) The TO Contractor shall be required to install at no additional cost to MDOT on-site field modifications based upon contractor or manufacturer-sponsored modifications. All such FC's must be made available for installation within 30 days of their availability from the appropriate originating source (MDOT, contractor, or Original Equipment Manufacturer (OEM)). FC installation on equipment covered by this contract shall be made within two-week notification or sooner, if mutually agreed upon except when such FC installation requires the presence and use of software enhancements not yet available to MDOT or which MDOT has not yet installed or chosen not to install and use. Access to the equipment will be provided by MDOT for installation of FC's, normally during a scheduled preventative maintenance (PM). However, in the case of FC's or FC's that affect safety or security, MDOT will permit prompt access to equipment for such installation. Installation of FC's includes updating all diagnostic routines, documentation, and briefing of MDOT and designated representatives on any operational changes. MDOT may delay or decline the installation of FC's on equipment that may impact critical MDOT applications.

2.5.1.7 Qualifications of Personnel. All TO Contractor field maintenance technicians shall be previously trained on and have prior experience with the specific equipment (make and model number) to be maintained under this solicitation.

2.5.1.8 Parts Replacement. Replacement of worn or defective parts shall be consistent with OEM's design of the equipment. TO Contractor field maintenance technicians shall not try to repair faulty modules on-site if the equipment was designed for the replacement of modules.

2.5.1.9 Level of Parts Replacement. The level of replacement of worn or defective parts should be consistent with the original manufacturer's design of the equipment. The TO

Contractor shall have the responsibility for replacement of all faulty parts or components of any equipment under contract. This responsibility includes furnishing all needed cables, cabinets, housings, power supplies, fans, components, circuit boards, assemblies, and other items as may be necessary to restore the equipment to proper operating condition. The TO Contractor shall maintain a level of parts that will assure their ability to meet the Service Level Agreement in 2.5.2.

2.5.1.10 Quality of Parts. The TO Contractor shall use only new OEM parts, or parts equal to new in performance and certified to be at current OEM FC levels. In no case must the TO Contractor use any replacement parts in repairing equipment that would result in the original equipment manufacturer refusing to support the equipment.

2.5.1.11 Movement of Equipment. In the event the equipment being maintained under the terms and conditions of this contract is moved to another location, the terms and conditions of this contract must continue to apply, provided the new location is within one of the geographical areas listed in the contract.

2.5.1.12 Equipment Added to this Contract. The TO Contractor may be required to maintain any new equipment added to systems under this contract if the TO Contractor is already maintaining the same or similar items from the same or other vendors. If used equipment is added to this contract, the TO Contractor will maintain it if the OEM certifies that the equipment is eligible for OEM maintenance. If the equipment is ineligible for OEM maintenance but can be brought up to OEM acceptable maintenance levels, the TO Contractor shall upon MDOT request prepare an estimate of the cost of bringing the equipment to OEM acceptable maintenance level. If MDOT elects to bring the equipment to OEM acceptable maintenance level, the TO Contractor may be required to maintain the equipment. Any addition or deletion of equipment from this task will be accomplished through a change order as defined in 2.3 of the Task Order Agreement.

2.5.1.13 Equipment Replacement. The TO Contractor may elect to place a spare or replacement unit in the field for line printers. If that is the TO Contractor's choice, the TO Contractor shall notify OTTS of the Serial # and Inventory Tag # that is being replaced.

2.5.2 SERVICE LEVEL AGREEMENT

The TO Contractor shall ensure that all service tickets are resolved in the respective time frames specified in the table below.

Note: Priority 5 and most priority 4 tickets are only assigned when there is a disruption to services or public safety, for example the IBM Mainframe or an entire storage unit being unavailable would result in the issuance of a priority 5 service tickets. All others would usually have a priority of 3 or 4 associated with them.

Service Level Priority	Priority Description	Time to resolve	Time to Acknowledge Service Request Priority 2 & 3 Only	Time to arrive on site after initial call. Priority 2 & 3 Only
5	Immediate	Resolve in 2 hours		
4	Emergency	Resolve in 4 hours		
3	Urgent	Resolve in 24 hours	1 Hour	2 Hours
2	Routine	Resolve in 7 calendar days	1 Hour	2 Hours

2.5.3 DELIVERABLES

Deliverables	Acceptance Criteria
Monthly Activity Report	Report of all maintenance calls performed during the monthly period with a breakdown of calls by type, by device and by location.
Escalation Procedure	Process defining steps for escalation of the various service levels and how items may be escalated from one level to next. Document will be delivered in MS Word.

2.6 PREMISIS AND OPERATIONAL SECURITY

Prior to commencement of work, 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. 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 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 TORFP. MDOT reserves the right to perform additional background checks on Contractor and subcontractor employees.

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

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

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 Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting Contract.

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

Resources proposed to perform services for MAA must be capable of qualifying for and obtaining a BWI Airport Security badge to include US Customs Seal and Transportation Identifications. Resources proposed to perform services for MPA must comply with all MPA security requirements.

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.

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

The following minimum qualifications are mandatory:

- The TO Contractor’s staff shall have at least five (5) recent years individual experience in supporting equipment similar to or exactly like the equipment shown in Exhibit B, this experience must be documented in month/year through month/year format.

2.9 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor’s proposed staff must demonstrate a level of expertise in providing mainframe maintenance support for components as described in Exhibit B. They shall provide at least 1 other client who they provide support for who are using equipment similar to or exactly like the equipment listed in Exhibit B. If the contractor is using a sub-contractor to perform the work, the sub-contractor shall provide the same references.

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

2.10 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

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.

2.10.1 INVOICE FORMAT

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

One Orchard Road
Glen Burnie, Maryland 21060
Attention: Tom Reed / Bill Bryant

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

2.10.2 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 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to OTTS 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 OTTS. OTTS 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 TO Manager.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

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

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Document that all proposed personnel meet the minimum required qualifications. Note: to include dates to/from (MM/YY – MM/YY)
- 3) Complete and provide Attachment 5 – Labor Category Personnel Resume Summary.
- 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 – if applicable

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have 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).

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

F) State Assistance

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

G) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).
- B) Completed Financial Proposal - Attachment 1

The Master Contractor should indicate on Attachment 1 the fixed price maintenance costs.

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, MDOT 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 TORFP Scope of Work based on the required response in Section 2.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 & 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 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.
- 4.3.3 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.4 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, and by a Notice to Proceed authorized by the TO Manager.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS II TORFP # J01B9200041
 Maintenance Cost – Year One
 From XX/XX/2011 – XX/XX/2012

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
IBM Equipment				
1	IBM z10 BC 2098-E10	8/21/2011	\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20	7/26/2013	\$	\$
1	IBM 6500 INFOPRINT V20	7/26/2013	\$	\$
1	IBM 6500 INFOPRINT V20	7/26/2013	\$	\$
1	IBM DS8700 DASD	7/29/2013	\$	\$
	32 Gig CACHE	7/29/2013	\$	\$
	19,200 GB Physical RAID	7/29/2013	\$	\$
64	300GB 1.5k RPM Drives	7/29/2013	\$	\$
8	4Gbps FICON LX adaptors	7/29/2013	\$	\$
HDS Equipment				
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$

	STK Equipment			
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
	UNISYS Equipment			
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$
1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$
1	UMS 900 Printer		\$	\$
2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$

1	DAT Tape Drive, 12/24 g		\$	\$
1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 1				\$
Monthly Cost Total X 12				\$

ATTACHMENT 1 - PRICE PROPOSAL
 PRICE PROPOSAL FOR CATS II TORFP # J01B9200041
 Maintenance Cost – Year Two
 From XX/XX/2012 – XX/XX/2013

QTY	Description			
		Warranty End Date	Monthly Cost	Annual Cost (Monthly x 12)
IBM Equipment				
1	IBM z10 BC 2098-E10	8/21/2011	\$	\$
1	PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	IBM 6262 2200 LPM LINE PRINTER		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	ESCON Converter		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4247 V03 PRINTER		\$	\$
1	IBM 4245 MOD 20 Line Printer		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V1		\$	\$
1	IBM 6500 INFOPRINT V20		\$	\$
1	IBM 6500 INFOPRINT V20	7/26/2013	\$	\$
1	IBM 6500 INFOPRINT V20	7/26/2013	\$	\$
1	IBM 6500 INFOPRINT V20	7/26/2013	\$	\$
1	IBM DS8700 DASD	7/29/2013	\$	\$
	32 Gig CACHE	7/29/2013	\$	\$
	19,200 GB Physical RAID	7/29/2013	\$	\$
64	300GB 1.5k RPM Drives	7/29/2013	\$	\$
8	4Gbps FICON LX adaptors	7/29/2013	\$	\$
HDS Equipment				
1	HDS TAGMASTORE NSC555		\$	\$
8	port Icon long wave mainframe ports		\$	\$
8	port backend dka ports		\$	\$
	8G cache		\$	\$
	3G shared memory		\$	\$
17	300G FC drives		\$	\$

STK Equipment				
3	9490-M32 CSL Stand Alone Tape Drives ESCON Connected		\$	\$
UNISYS Equipment				
1	UHS-9190 High Speed Laser Printer		\$	\$
2	Image Pkg. System		\$	\$
2	Workstation		\$	\$
2	Windows 2000 SW		\$	\$
2	Windows 2000 SW		\$	\$
4	JPEG Compression		\$	\$
2	JPEG Compression		\$	\$
1	UMS 1000 Printer		\$	\$
1	UMS 800 Printer		\$	\$
1	UMS 900 Printer		\$	\$
2	Network Access Servers (UN1000-NAS)		\$	\$
1	ES2045 (Wash Blvd)		\$	\$
4	PWR CORD:Line Cord		\$	\$
1	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$
4	PROC:550 MHZ/2MB SEON PIII		\$	\$
6	ACC:VOLTAGE REG MOD		\$	\$
4	256 Meg Mem, 50ns DIMMS		\$	\$
1	KEYBD: SPACE SAVER		\$	\$
1	KEYBD: SPACE SAVER CC:V1		\$	\$
10	DISK:18GB 10K LVD SCA		\$	\$
1	PWR CORD:Line Cord		\$	\$
4	CDR:17-40X SCSI CD-ROM		\$	\$
1	ACC:ES21415 Label		\$	\$
1	ACC:NON-NT Label		\$	\$
1	SVR:Z-BOX		\$	\$
1	ADPTR:68 TO 50 PIN FEMALE		\$	\$
1	Tape Drive, 35/70 G		\$	\$
1	Mouse:3-Button UNIX SR6		\$	\$
1	DAT Tape Drive, 12/24 g		\$	\$

1	UDS2170		\$	\$
25	UDS2280		\$	\$
5	UMS1500-STK		\$	\$
Total Cost for Year 2				\$
Monthly Cost Total X 12				

Total Cost Year 1 \$

Total Cost Year 2 \$

Total Combined Cost evaluated \$

Authorized Individual Name

Company Name

Title

Company Tax ID #

MUST SUBMIT WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # J01B9200041

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-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 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-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.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th 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. J01B9200041, 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.

2. 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.
3. 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.
4. 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.

5. 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 J01B9200041	
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	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

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 # J01B9200041, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:

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

- 8. Offeror made the following attempts to contact personally the solicited MBEs:

- 9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- 10. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		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. J01B9200041, 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):

- 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 #J01B9200041
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	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:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**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:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

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): ___/_____ Report Due By the 15th of the following Month.	CATS II TORFP #J01B9200041 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: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)
--	--

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of [REDACTED], commencing on the date of Notice to Proceed and terminating on May 31, 2014.

4. Consideration and Payment

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

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

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is [REDACTED]. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the 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, Office of Transportation Technology Services

By: Carmina Perez-Fowler, Director of Procurement

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)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.) MUST INCLUDE MM/YY through MM/YY to document experience in full months/years.	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

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

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Directions to Maryland Department of Transportation Headquarters

From the South

From I-97 take MD 100 West to MD 170 North. Take MD 170 North to Stoney Run. Take the ramp that veers to the right. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

From the North

From I-95 or BW Parkway take I-195 to MD 170 South to Stoney Run. Turn left at the light. Make a left at the top of the ramp and cross over MD 170. Proceed to the next light this will be the New Ridge Road intersection, turn right Corporate Center Drive begins. MDOT Headquarters is $\frac{3}{4}$ mile on the right side of the road. Visitor parking is to the left.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2011, 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 #J01B9200041 for Mainframe and Peripheral Maintenance 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 TO Manager of OTTS. 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 1.6 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 2011, by and between the State of Maryland ("the State"), acting by and through its OTTS (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 Mainframe and Peripheral Maintenance Support TORFP No. J01B9200041 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:

OTTS:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 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 with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
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) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
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) _____	
Section 3 – Substitution of Personnel	
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: _____

ATTACHMENT 11
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 (Section 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 Section 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 Section 14-504 or Small Business Preference under Section 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 of 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 and click on the Small Business Reserve hyperlink.

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

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

EXHIBIT B

EQUIPMENT TO MAINTAIN UNDER THIS TASK ORDER REQUEST FOR PROPOSALS.

SEE SEPARATE PDF FILE ATTACHED.