



**CONSULTING AND TECHNICAL SERVICES II (CATS II)**

**TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**TOWER SITE MAINTENANCE**

**BUSINESS SERVICES TORFP**

**CATS II TORFP #**

**W00B0400031**

**MARYLAND DEPARTMENT OF STATE POLICE**

**ISSUE DATE: MARCH 12, 2010**

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## KEY INFORMATION SUMMARY SHEET

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

<b>Tower Site Maintenance:</b>	<b>TOWER SITE MAINTENANCE</b>
<b>Functional Area:</b>	Function Area 12
<b>TORFP Issue Date:</b>	03/12/2010
<b>Closing Date and Time:</b>	04/14/2010 at 02:00pm
<b>TORFP Issuing Agency:</b>	Maryland Department of State Police/MDSP
<b>Send Questions and Proposals to:</b>	Dirk Griffin dgriffin@mdsp.org
<b>TO Procurement Officer:</b>	Dirk Griffin Office Phone Number: 410-799-2900x338 Office FAX Number: 410-799-5289
<b>TO Manager :</b>	Gary Davis Office Phone Number: 410-799-3466 Office FAX Number: 410-799-3853
<b>TO Project Number:</b>	W00B0400031
<b>TO Type:</b>	Fixed Price
<b>Period of Performance:</b>	5 years
<b>MBE Goal:</b>	25 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	Various, see specifications
<b>TO Pre-proposal Conference:</b>	March 25, 2010 10am 7745 Washington Boulevard Jessup, MD 20794

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

### 1.2 TO AGREEMENT

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

### 1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # W00B0400031. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # W00B0400031Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # W00B0400031Financial". 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
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 13 – Living Wage Affidavit of Agreement

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

### 1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP 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.**

### 1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or 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.

### **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at MDSP – Quartermaster 7745 Washington Blvd. Jessup, MD 20794 Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer 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 (TO Contractor) in the form of Attachment 11.

### **1.8 LIMITATION OF LIABILITY CEILING**

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

### **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

Maryland Department of State Police is issuing this CATS II TORFP to obtain monthly radio tower site maintenance. Multiple awards are possible.

### 2.2 REQUESTING AGENCY BACKGROUND

The mission of the Maryland Department of State Police is to fulfill its role as the state's lead coordinating law enforcement agency organization with commitment to pride, equity, respect and integrity. The Maryland State Police will effectively direct personnel and multidimensional resources in partnership with private and public entities to achieve public safety by improving the quality of life for the citizens of Maryland and therefore need to have working radio towers.

### 2.3 REQUIREMENTS

#### 2.3.1 SCOPE OF WORK

Maryland Department of State Police (MDSP) requires comprehensive site maintenance inclusive of the following requirements.

##### 2.3.1.1 Generator Maintenance

The Contractor(s) shall at a minimum:

- a. Perform regular scheduled service (i.e. oil changes, oil filter, coolant change, lubrication) and preventative maintenance service and testing of various portable and fixed location propane and diesel generators and automatic transfer switches (ATS), on a single visit, quarterly, semi-annually or annual basis as described in a Task Order Request. These generators, located at various wireless communication sites located throughout the State, are of various makes and sizes from 15 kW up to, and including 150 kW, diesel and/or liquid propane.
- b. Perform minor repairs to the systems.
- c. Perform preventative maintenance in accordance with Attachment 14, Generator Maintenance Check List. The completed original of this form must be completed and submitted prior to submission of an invoice for work performed.

##### 2.3.1.2 Tower Site Upkeep Services

At a minimum, the Contractor(s) shall furnish all labor, transportation, supervision, equipment and supplies to perform ground-level communications tower site services such as:

- a. Maintain appearance of the grounds and buildings – All trash must be removed from the site by the Contractor and disposed of properly.
- b. Change air filters – Air filters will be provided by the State.
- c. Trim trees and clear growth - All pruning and trimming of trees and shrubs and weeds shall be done as instructed. The Contractor shall dispose of debris from pruning and trimming and weeding off-site.
- d. Repair gates and fences – General repairs (parts will be provided by the State).
- e. Upkeep of access road – Limited to fill in and leveling of gravel.

- f. General painting and caulking – Doors, exterior vents on buildings, propane tanks etc. (tower painting **is not** part of this RFP). Paint will be provided by the State.
- g. The Contractor will perform tower site service by scheduled visits.
- h. The Contractor will perform site service and provide documentation in accordance with Attachment 15, Tower Site Upkeep Check List. The original of this form must be completed and submitted prior to submission of an invoice for work performed.

### **2.2.1.3 Tower Site Audit & Documentation**

The Contractor(s) shall at a minimum perform tower site audit visits to include:

- a. Digital site photos.
- b. Before and after photos must be submitted prior to submission of an invoice for work performed.

In addition to the above requirements, if during the performance of the above maintenance any identifiable or suspected deficiencies are noticed (in an area generally covered by a work Category), MDSP shall be notified to determine the course of action. Approval for any additional work shall be received from the Maryland State Police contact prior to commencement.

Contractor must be approved to complete all the above work via the State's Tower Equipment & Services contract and must schedule all site activity as outlined in the contract. Tower site work which does not fall within the contract's scope will be procured under separate provisions.

### **2.3.2 MDSP LOCATIONS**

Northern ESS Service Region:

- Bel Air Barrack Tower  
1491 Bel Air Road, Bel Air, MD 21014
- Conowingo Tower  
4948 Conowingo Road, Darlington, MD
- North East Barrack Tower  
2433 Pulaski Hwy, North East, MD 21901

Eastern ESS Service Region:

- Easton Barrack Tower  
7053 Ocean Gateway, Easton, MD 21601
- Nassawango Tower Site  
6572 Snow Hill Road, Snow Hill, MD 21863
- Berlin Barrack Tower  
9758 Ocean Gateway, Berlin, MD 21811
- Princess Anne Barrack Tower  
30581 Perry Road, Princess Anne, MD 21853



Southern ESS Service Region:

- LaPlata Barrack Tower  
9500 Mitchell Road, LaPlata , MD 20646
- Welcome Tower  
Rt 6 to Firetower Road, Welcome, MD

Central ESS Service Region:

- Rockville Barrack Tower  
7915 Montrose Road, Rockville, MD 20854
- College Park Barrack Tower  
10100 Rhode Island Ave., College Park, MD 20740
- Parole Tower  
16 Hudson Street, Annapolis, MD 21041
- Waterloo Barrack Tower  
7755 Washington Blvd, Jessup, MD 20794

Western ESS Service Region:

- Sideling Hill Tower  
2640 National Pike, Hancock, MD 21750
- Finzel Tower  
21532 Mt. Savage Road, Frostburg, MD

### **2.3.3 RESPONSIBILITIES OF THE CONTRACTOR**

#### **1. Vegetation Spraying**

Once a month starting April 1st and finishing October 31st. Once growth is under control, vegetation control can be lessened from once each month.

#### **2. Grass Mowing**

Once a month starting April 1st and finishing October 31st the contractor will coordinate and provide all grass mowing, edging, trimming, clipping removal and clean up services necessary to maintain the grass in satisfactory condition as determined by the Maryland Department of State Police.

#### **3. Work Scheduling**

All work must be scheduled with MDSP TO Manager or Designee at least forty-eight (48) hours in advance. Failure to schedule work with the MDSP TO Manager or Designee ahead of time may result in Contractor being prevented from performing any work at the unscheduled time.

4. Unfavorable Weather

Should weather conditions prevent scheduled grass/grounds maintenance activities, the performance of the activities is to be resumed as soon as favorable weather permits.

5. Damages

Contractor will be responsible for any and all damages resulting from Contractor's activities, vehicles, equipment, etc. while on State premises.

6. Generator Monthly Check List

As per Attachment "14"

7. Tower Site Maintenance Quarterly Check List

As per Attachment "15"

<b>LOCATION</b>	<b>SITE MAINT.</b>	<b>GENERATOR MAINT.</b>
Bel Air Barrack Tower	Yes	No
Conowingo Tower	Yes	75 Kw Cummings - Propane
North East Barrack Tower	Yes	No
Easton Barrack Tower	Yes	75 Kw Generac - Propane
Nassawango Tower Site	Yes	20 Kw Generac - Propane
Berlin Barrack Tower Site	Yes	20 Kw Onan - Propane
Princess Anne Barrack Tower	Yes	No
LaPlata Barrack Tower Site	Yes	No
Welcome Tower Site	Yes	No
Rockville Barrack Tower	Yes	No
College Park Barrack Tower	Yes	33 Kw Kohler - Propane
Parole Tower Site	Yes	20 Kw Generac - Propane 20 Kw Onan - Propane
Waterloo Tower Site	Yes	No
Sideling Hill Tower Site	Yes	No
Finzel Tower Site	Yes	20 Kw Onan - Propane

## **2.4 CONTRACTOR PERSONNEL EXPERTISE REQUIRED**

The Master Contractor must document a professional level of expertise in tower site maintenance as described in Section 2.4. This will be documented by references.

## **2.5 CONTRACTOR MINIMUM QUALIFICATIONS**

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

2.5.1 Contractor must have at least two (2) years experience providing service. This will be documented by references.

2.5.2 Contractor must have all appropriate licenses and certificates required by federal, state and local laws.

## **2.6 RETAINAGE**

Not applicable

## **2.7 INVOICING**

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. A proper invoice for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15<sup>th</sup> day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

### **2.7.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the MDSP as the Maryland Department of State Police, deliverable description, 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 and any subcontractor and signed Acceptance of Deliverable form – Attachments 9,14, and 15 for each deliverable being invoiced) submitted for payment to the MDSP at the following address: MDSP-ESS Attn: Gary Davis 7755 Washington Blvd. Jessup, MD 20794
- C) 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.

## **2.8 MBE PARTICIPATION REPORTS**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to MDSP 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 MDSP. MDSP 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 Procurement Officer and Gary Davis.

## **SECTION 3 - TASK ORDER 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 the 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. A TO Proposal shall contain the following sections in order:

#### **3.2.1 TECHNICAL PROPOSAL**

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

- 1) **Executive Summary:** A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience, and summarize the proposed methodology and solution for achieving the objectives of the TORFP.
- 2) **Proposed Solution:** A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements and deliverables, including any tasks to be performed by State or third party personnel.
- 3) **Draft Work Breakdown Structure (WBS):** A matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 2 - Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 2 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 4) **Draft Project or Work Schedule:** A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work.. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties as appropriate.
- 5) **Draft Risk Assessment:** Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 7) **Proposed Tools:** A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.8.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 3) 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
  - a) Name of organization.
  - b) Point of contact name, title, and telephone number
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Whether the contract was terminated before the original expiration date.
  - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section E2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

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

H) 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 FINANCIAL RESPONSE**

- 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) Attachment 1 and / or 1A - Completed Financial Proposal with all rates fully loaded.

## **SECTION 4 – TASK ORDER AWARD PROCESS**

### **4.1 OVERVIEW**

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

### **4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

1. Price
2. Experience

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit and price are equal.

### **4.4 COMMENCEMENT OF WORK UNDER A TOA**

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by Dirk Griffin. See Attachment 7



**ATTACHMENT 1 –PRICE PROPOSAL**

**PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP #  
W00B0400031**

**Location: Northern ESS Service Region**

Weight Factor

**SCHEDULED WORK**

**A. FULLY-LOADED HOURLY CREW RATE \_\_\_\_\_ X 94% = \_\_\_\_\_ (A)**  
**(HOURS Monday-Friday 7am to 7pm)**

**EMERGENCY RATES(FOR UNSCHEDULED WORK):**

**B. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_ (B)**  
**(HOURS Monday - Friday 7am to 7pm)**

**C. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_ (C)**  
**(HOURS Monday - Friday 7pm to 7am)**

**D. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_ (D)**  
**(HOURS HOLIDAYS and WEEKENDS)**

**E. TOTALADD (A) +(B)+(C)+(D) = (E) \_\_\_\_\_(E)**

**Location: Eastern ESS Service Region**

Weight Factor

**SCHEDULED WORK**

**A. FULLY-LOADED HOURLY CREW RATE \_\_\_\_\_ X 94% = \_\_\_\_\_ (A)**  
**(HOURS Monday-Friday 7am to 7pm)**

**EMERGENCY RATES(FOR UNSCHEDULED WORK):**

**B. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(B)**  
**(HOURS Monday - Friday 7am to 7pm)**

**C. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(C)**  
**(HOURS Monday - Friday 7pm to 7am)**

**D. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(D)**  
**(HOURS HOLIDAYS and WEEKENDS)**

**E. TOTAL ADD (A) +(B)+(C)+(D) = (E) \_\_\_\_\_(E)**

**Location: Southern ESS Service Region**

Weight Factor

**SCHEDULED WORK**

**A. FULLY-LOADED HOURLY CREW RATE \_\_\_\_\_ X 94% = \_\_\_\_\_ (A)**  
**(HOURS Monday-Friday 7am to 7pm)**

**EMERGENCY RATES(FOR UNSCHEDULED WORK):**

**B. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(B)**  
**(HOURS Monday - Friday 7am to 7pm)**

**C. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(C)**  
**(HOURS Monday - Friday 7pm to 7am)**

**D. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(D)**  
**(HOURS HOLIDAYS and WEEKENDS)**

**E. TOTAL ADD (A) +(B)+(C)+(D) = (E) \_\_\_\_\_(E)**

**Location: Central ESS Service Region**

Weight Factor

**SCHEDULED WORK**

**A. FULLY-LOADED HOURLY CREW RATE \_\_\_\_\_ X 94% = \_\_\_\_\_ (A)**  
**(HOURS Monday-Friday 7am to 7pm)**

**EMERGENCY RATES(FOR UNSCHEDULED WORK):**

**B. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(B)**  
**(HOURS Monday - Friday 7am to 7pm)**

**C. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(C)**  
**(HOURS Monday - Friday 7pm to 7am)**

**D. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(D)**  
**(HOURS HOLIDAYS and WEEKENDS)**

**E. TOTAL ADD (A) +(B)+(C)+(D) = (E) \_\_\_\_\_(E)**

**Location: Western ESS Service Region**

Weight Factor

**SCHEDULED WORK**

**A. FULLY-LOADED HOURLY CREW RATE \_\_\_\_\_ X 94% = \_\_\_\_\_ (A)**  
**(HOURS Monday-Friday 7am to 7pm)**

**EMERGENCY RATES(FOR UNSCHEDULED WORK):**

**B. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(B)**  
**(HOURS Monday - Friday 7am to 7pm)**

**C. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(C)**  
**(HOURS Monday - Friday 7pm to 7am)**

**D. FULLY-LOADED CALL-OUT CREW RATE \_\_\_\_\_ X 2% = \_\_\_\_\_(D)**  
**(HOURS HOLIDAYS and WEEKENDS)**

**E. TOTAL ADD (A) +(B)+(C)+(D) = (E) \_\_\_\_\_(E)**

## **Tower Site Up-Keep**

### **Location: Northern ESS Service Region**

**FULLY-LOADED HOURLY RATE** \_\_\_\_\_ (F)  
**(HOURS Monday-Friday 7am to 7pm)**

### **Location: Eastern ESS Service Region**

**FULLY-LOADED HOURLY RATE** \_\_\_\_\_ (F)  
**(HOURS Monday-Friday 7am to 7pm)**

### **Location: Southern ESS Service Region**

**FULLY-LOADED HOURLY RATE** \_\_\_\_\_ (F)  
**(HOURS Monday-Friday 7am to 7pm)**

### **Location: Central ESS Service Region**

**FULLY-LOADED HOURLY RATE** \_\_\_\_\_ (F)  
**(HOURS Monday-Friday 7am to 7pm)**

### **Location: Western ESS Service Region**

**FULLY-LOADED HOURLY RATE** \_\_\_\_\_ (F)  
**(HOURS Monday-Friday 7am to 7pm)**

# TOWER SITE AUDIT

## Location: Northern ESS Service Region

FULLY-LOADED HOURLY RATE \_\_\_\_\_ (G)

(HOURS Monday-Friday 7am to 7pm)

## Location: Eastern ESS Service Region

FULLY-LOADED HOURLY RATE \_\_\_\_\_ (G)

(HOURS Monday-Friday 7am to 7pm)

## Location: Southern ESS Service Region

FULLY-LOADED HOURLY RATE \_\_\_\_\_ (G)

(HOURS Monday-Friday 7am to 7pm)

## Location: Central ESS Service Region

FULLY-LOADED HOURLY RATE \_\_\_\_\_ (G)

(HOURS Monday-Friday 7am to 7pm)

## Location: Western ESS Service Region

FULLY-LOADED HOURLY RATE \_\_\_\_\_ (G)

(HOURS Monday-Friday 7am to 7pm)

**PRICE PROPOSAL TOTAL FORM**

**Location: Northern ESS Service Region**

**Category 4 Total :** \_\_\_\_\_ **(E)**

**Category 5 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(F)**

**Category 6 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(G)**

**Total Add (E)+(F)+(G)=(H)** \_\_\_\_\_ **(H)**

**Location: Eastern ESS Service Region**

**Category 4 Total :** \_\_\_\_\_ **(E)**

**Category 5 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(F)**

**Category 6 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(G)**

**Total Add (E)+(F)+(G)=(H)** \_\_\_\_\_ **(H)**

**Location: Southern ESS Service Region**

**Category 4 Total :** \_\_\_\_\_ **(E)**

**Category 5 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(F)**

**Category 6 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(G)**

**Total Add (E)+(F)+(G)=(H)** \_\_\_\_\_ **(H)**



**Location: Central ESS Service Region**

**Category 4 Total :** \_\_\_\_\_ **(E)**

**Category 5 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(F)**

**Category 6 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(G)**

**Total Add (E)+(F)+(G)=(H)** \_\_\_\_\_ **(H)**

**Location: Western ESS Service Region**

**Category 4 Total :** \_\_\_\_\_ **(E)**

**Category 5 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(F)**

**Category 6 Fully-Loaded Hourly Rate :** \_\_\_\_\_ **(G)**

**Total Add (E)+(F)+(G)=(H)** \_\_\_\_\_ **(H)**

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**  
**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING**  
**REQUIREMENTS**

**CATS II TORFP # W00B0400031**

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 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-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 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 1

### CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. W00B0400031, 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 W00B0400031	
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

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

### SUMMARY

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

Document Prepared By: (please print or type)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

**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	

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 # W00B0400031, I state the following:

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS**

**FORM D – 4**

**SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

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

Provided that \_\_\_\_\_ is awarded the TO Agreement in  
(Prime TO Contractor Name)

conjunction with TORFP No. W00B0400031, it and \_\_\_\_\_,  
(Subcontractor Name)

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

(Describe work to be performed by MBE):

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

By:

By:

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



## ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

### FORM D – 5

#### MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due by the 15<sup>th</sup> of the following month.</b>	CATS II TORFP #W00B0400031 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--	--

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

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

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

GARY DAVIS Maryland State Police 7755 Washington Blvd Jessup, MD 20794 gddavis@mdps.org	Alice Thompson (Maryland State Police) 7755 Washington Blvd Jessup, MD 20794 athompson@mdsp.org
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

# ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

## FORM D – 6

### MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ <b>Report Due By the 15<sup>th</sup> of the following Month.</b>	CATS II TORFP #W00B0400031 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
<b>List all payments received from Prime TO Contractor during reporting period indicated above.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Paid: \$</b> _____	<b>List dates and amounts of any unpaid invoices over 30 days old.</b>  1. _____  2. _____  3. _____  <b>Total Dollars Unpaid: \$</b> _____	
Prime TO Contractor: _____		Contact Person: _____

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

GARY DAVIS Maryland State Police 7755 Washington Blvd Jessup, MD 20794 gddavis@mdps.org	Alice Thompson (Maryland State Police) 7755 Washington Blvd Jessup, MD 20794 athompson@mdsp.org
---	---

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

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

## ATTACHMENT 3 – TASK ORDER AGREEMENT

### CATS II TORFP# W00B0400031 Number OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Maryland Department of State Police.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Department of State Police, as identified in the CATS II TORFP # W00B0400031.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # W00B0400031, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **TO Contractor** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Dirk Griffin. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between Maryland Department of State Police and **TO Contractor**.
  - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means Gary Davis of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - Financial**.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS II TORFP
    - c. Exhibit B – TO Proposal-Technical
    - d. Exhibit C – TO Proposal-Financial

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 5 years, commencing on the date of Notice to Proceed and terminating on April 30, 2015.

### 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 \_\_\_\_\_. 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, Maryland Department of State Police

\_\_\_\_\_  
By: TO Procurement Officer, Dirk Griffin

\_\_\_\_\_  
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 TO RESPONSE

## **ATTACHMENT 5 – LABOR CLASSIFICATION 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 Financial 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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 CLASSIFICATION PERSONNEL RESUME  
SUMMARY (CONTINUED)**

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
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 TECHNICAL PROPOSAL  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW



# ATTACHMENT 6 – DIRECTIONS TO PRE-TO PROPOSAL CONFERENCE

Project No.W00B0400031

Tower Site Maintenance

A pre-bid conference shall be held **on** March 25, 2010 10:00am at the Maryland Department of State Police, Quartermaster Division, 7745 Washington Boulevard, Jessup, MD 20794. Please return this form by advising whether or not you plan to attend.

**Directions:**

**Interstate 95 to Merge onto MD-175 E/WATERLOO RD via EXIT 41A toward JESSUP,  
Turn LEFT onto US-1 N/WASHINGTON BLVD, 7745 WASHINGTON BLVD is on the RIGHT.**

Return this form to:

Maryland Department of State Police

Attn: Dirk Griffin

Quartermaster Division

7745 Washington Boulevard

Jessup, MD 20794

Fax # (410) 799-5289

Please indicate:

\_\_\_\_\_ Yes, the following representatives shall be in attendance:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\_\_\_\_\_ No, we shall not be in attendance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #W00B0400031

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Gary Davis of the MDSP will serve as your contact person on this Task Order. Gary Davis can be reached at 410-799-3466 or gddavis@mdsp.org

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Dirk Griffin  
Task Order Procurement Officer

Enclosures (2)

cc: Gary Davis  
Procurement Liaison Office, Department of Information Technology  
Project Management Office, Department of Information Technology

03/12/2010

**ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

Tower Site Maintenance: Tower Site Maintenance

TO Agreement Number: #W00B0400031

Title of Deliverable: \_\_\_\_\_

TORFP Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of TO Manager: Gary Davis

\_\_\_\_\_  
Gary Davis Signature

\_\_\_\_\_  
Date Signed

Name of TO Contractor's Project Manager: \_\_\_\_\_

\_\_\_\_\_  
TO Contractor's Project Manager Signature

\_\_\_\_\_  
Date Signed

SUBMIT AS REQUIRED IN SECTION 2.3.2 OF THE TORFP.

# ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of State Police

Tower Site Maintenance: Tower Site Maintenance

TO Manager: Gary Davis 410-799-3466

**To:**

The following deliverable, as required by TO Agreement #W00B0400031, has been received and reviewed in accordance with the TORFP.

Title of deliverable: \_\_\_\_\_

TORFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
Gary Davis Signature

\_\_\_\_\_  
Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.3.2 OF THE TORFP.

## ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

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

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #W00B0400031 for Tower Site Maintenance. 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 \_\_\_\_\_. 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 under Section 1.7, 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 Dirk Griffin, Maryland Department of State Police on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

# ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the State of Maryland ("the State"), acting by and through its Maryland Department of State Police (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 Tower Site Maintenance TORFP No. W00B0400031 dated \_\_\_\_\_, (the “TORFP” issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

**WHEREAS**, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding \_\_\_\_\_ (the “Confidential Information”).

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

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

terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**TO Contractor/TO Contractor's Personnel:**

**Maryland Department of State Police:**

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

## ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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



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

D) Is the change management procedure being followed?

Yes  No  (If no, explain why) \_\_\_\_\_

## ATTACHMENT 13 – 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 14 - GENERATOR MAINTENANCE CHECKLIST

## Vendor information Owner information

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

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

Phone: \_\_\_\_\_ Site: \_\_\_\_\_

## Generator Transfer Switch

Model Number: \_\_\_\_\_ Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Size: \_\_\_\_\_ KW Capacity: \_\_\_\_\_ AMP

## MONTHLY CHECKLIST DATE

- ⊕ Clean and check battery and connections \_\_\_\_\_
- ⊕ Check for proper belt alignment and tensions \_\_\_\_\_
- ⊕ Check hoses and clamps \_\_\_\_\_
- ⊕ Check fluid levels \_\_\_\_\_
- ⊕ Check proper block heater operation \_\_\_\_\_
- ⊕ Check battery charger for proper operation \_\_\_\_\_
- ⊕ Check no load voltage \_\_\_\_\_
- ⊕ Check automatic transfer switch for proper operation  
under a simulated power failure \_\_\_\_\_
- ⊕ Check generator exercise schedule \_\_\_\_\_
- ⊕ Clean automatic transfer switch cabinet \_\_\_\_\_
- ⊕ Generate a test and inspection report \_\_\_\_\_

# GENERATOR MAINTENANCE CHECKLIST

## Vendor information Owner information

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

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

Phone: \_\_\_\_\_ Site: \_\_\_\_\_

## Generator Transfer Switch

Model Number: \_\_\_\_\_ Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Size: \_\_\_\_\_ KW Capacity: \_\_\_\_\_ AMP

## QUARTERLY CHECKLIST DATE

- ⊕ Clean and check battery and connections \_\_\_\_\_
- ⊕ Check for proper belt alignment and tensions \_\_\_\_\_
- ⊕ Check and lubricate all linkages \_\_\_\_\_
- ⊕ Check for leaks of oil and fuel \_\_\_\_\_
- ⊕ Check hoses and clamps \_\_\_\_\_
- ⊕ Change oil and filter \_\_\_\_\_
- ⊕ Change air filter \_\_\_\_\_
- ⊕ Clean spark arrester \_\_\_\_\_
- ⊕ Clean spark plugs \_\_\_\_\_
- ⊕ Check coolant fluid level \_\_\_\_\_
- ⊕ Check proper block heater operation \_\_\_\_\_
- ⊕ Check battery charger for proper operation \_\_\_\_\_
- ⊕ Check no load voltage \_\_\_\_\_
- ⊕ Clean automatic transfer switch cabinet \_\_\_\_\_
- ⊕ Check automatic transfer switch for proper operation  
under a simulated power failure \_\_\_\_\_
- ⊕ Check Generator exercise schedule \_\_\_\_\_
- ⊕ Generate a test and inspection report \_\_\_\_\_

## Vendor information Owner information

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

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

Phone: \_\_\_\_\_ Site: \_\_\_\_\_

### Generator Transfer Switch

Model Number: \_\_\_\_\_ Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_ Serial Number: \_\_\_\_\_

Size: \_\_\_\_\_ KW Capacity: \_\_\_\_\_ AMP

## YEARLY CHECKLIST DATE

- ⊕ Governor – Check oil level \_\_\_\_\_
- ⊕ Change engine oil \_\_\_\_\_
- ⊕ Change oil filter \_\_\_\_\_
- ⊕ Clean or replace air cleaner element \_\_\_\_\_
- ⊕ Check charge and level of battery \_\_\_\_\_

- ⊕ **Clean battery cables** \_\_\_\_\_
- ⊕ **Check and adjust alternator, fan and governor belts** \_\_\_\_\_
- ⊕ **Lubricate throttle, governor and choke linkage** \_\_\_\_\_
- ⊕ **Change coolant hoses** \_\_\_\_\_
- ⊕ **Check and refill cooling system** \_\_\_\_\_
- ⊕ **Check and adjust idle speed** \_\_\_\_\_
- ⊕ **Check and adjust idle mixture** \_\_\_\_\_
- ⊕ **Inspect spark plugs, replace if necessary** \_\_\_\_\_
- ⊕ **Clean and check distributor points, cap and rotor** \_\_\_\_\_
- ⊕ **Check and adjust ignition timing** \_\_\_\_\_
- ⊕ **Replace PVC valve** \_\_\_\_\_
- ⊕ **Check all hardware, fittings, clamps, fasteners etc** \_\_\_\_\_
- ⊕ **Check starter for proper cranking RPM and starter disconnect** \_\_\_\_\_
  - ⊕ **Inspect safety shutdown devices, simulating faults**  
**On low oil pressure, high water temp and overspend** \_\_\_\_\_
- ⊕ **Inspect governor brush holders and brushes, commutator and slip rings, rotating diodes, exciter and end bell-bearing** \_\_\_\_\_
- ⊕ **Inspect transfer switch and mainline circuit breaker** \_\_\_\_\_
- ⊕ **Run generator set (under load) and check voltage, frequency, and instrument systems. Adjust carburetor governor, and voltage regulator if necessary** \_\_\_\_\_
  - ⊕ **Generate test and inspection report** \_\_\_\_\_

# ATTACHMENT 15 – TOWER SITE MAINTENANCE CHECK LIST

## **EQUIPMENT SHELTER (EXTERIOR)**

- ⊕ Unused conduits and cable entry ports capped \_\_\_\_\_
- ⊕ Openings to exterior sealed \_\_\_\_\_
- ⊕ Exterior caulking \_\_\_\_\_
- ⊕ Exterior grounding bar and grounding connections \_\_\_\_\_
- ⊕ Exterior light with sensor proper operation \_\_\_\_\_
- ⊕ Equipment door lock system \_\_\_\_\_

## **EQUIPMENT SHELTER (INTERIOR)**

- ⊕ Air-conditioning exhaust fan w/motorized damper working properly \_\_\_\_\_
- ⊕ Intake damper with filter working properly \_\_\_\_\_
- ⊕ Exhaust/Intake fan mesh clear of obstructions \_\_\_\_\_
- ⊕ Air-conditioning units proper operation \_\_\_\_\_
- ⊕ Ventilation exhaust fan working properly \_\_\_\_\_
- ⊕ Baseboard heaters working properly \_\_\_\_\_
- ⊕ Alarm-Hi-temp working properly \_\_\_\_\_
- ⊕ Alarm-Low-temp working properly \_\_\_\_\_
- ⊕ Alarm-Entry/Intrusion working properly \_\_\_\_\_
- ⊕ Alarm-Fire/Smoke working properly \_\_\_\_\_
- ⊕ Filters replaced/cleaned \_\_\_\_\_
- ⊕ Trash removed \_\_\_\_\_
- ⊕ Interior lights \_\_\_\_\_
- ⊕ Floor swept/cleaned \_\_\_\_\_

## **FENCE AND GATE**

- ⊕ Fencing integrity \_\_\_\_\_
- ⊕ Entry gate integrity \_\_\_\_\_
- ⊕ Chain/Security lock \_\_\_\_\_

**SITE GENERAL**

- ⌚ **Site mowed (if applicable)** \_\_\_\_\_
- ⌚ **Site clear of weeds** \_\_\_\_\_
- ⌚ **Fencing/Gate and 2 feet around the perimeter  
of the fence clear of weeds** \_\_\_\_\_
- ⌚ **Site cleaned/clear of debris** \_\_\_\_\_
- ⌚ **Access road/cleaned clear of debris** \_\_\_\_\_
- ⌚ **Site overall appearance** \_\_\_\_\_

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**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

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