

**ATTACHMENT 1
SUMMARY PRICE PROPOSAL FOR CATS+ TORFP**

CATS+ TORFP #U00B4400007

Item Number	Milestone	Line Item Cost
2.7.2.1	Milestone 1: Transition Period – Final Transition Plan (Fixed Price)	
2.7.2.2	Milestone 2: Baseline Operations and Maintenance (Total Milestone 2 Cost from Attachment 1A)	
2.7.2.3	Milestone 3: SharePoint Website and Systems Applications Maintenance and Support (Total Milestone 3 Cost from Attachment 1A)	
2.7.2.4	Milestone 4: End of Contract Transition (Fixed Price)	
2.7.2.5	Milestone 5: Optional Services – Work Order Based (Total Milestone 5 Cost from Attachment 1A)	
TOTAL EVALUATED COST:		

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 1A PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP

CATS+ TORFP #U00B4400007

The total hours listed below are for estimating purposes only and are not to be construed as guaranteed billable hours. Actual compensation will be based on the total hours performed.

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Total Estimated Hours	Evaluated Task Cost
(Master Contractor to insert proposed CATS+Labor Categories as per Section 2.5.5 of this TORFP)			
2.7.2.2 Baseline Operations and Maintenance Support			
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary.	\$		
Total for Section 2.7.2.2: Base Year	\$	104	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.2: Option Year 1	\$	104	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.2: Option Year 2	\$	104	(TO Contractor shall insert Total Evaluated Cost here)
2.7.2.3 SharePoint Website and Systems Applications Maintenance and Support			
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.3: Base Year	\$	674	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.3: Option Year 1	\$	674	(TO Contractor shall insert Total Evaluated

			Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.3: Option Year 2	\$	674	(TO Contractor shall insert Total Evaluated Cost here)
2.7.2.5 Optional Services – Work Order Based			
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.5: Base Year	\$	350	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.5: Option Year 1	\$	350	(TO Contractor shall insert Total Evaluated Cost here)
Insert Proposed CATS+ Labor Category #1	\$		
Insert Proposed CATS+ Labor Category #2	\$		
add additional lines as necessary	\$		
Total for Section 2.7.2.5: Option Year 2	\$	350	(TO Contractor shall insert Total Evaluated Cost here)
Total Evaluated Cost – Base Year:			\$
Total Evaluated Cost – Option Year 1:			\$
Total Evaluated Cost – Option Year 2:			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

THIS ATTACHMENT IS NOT REQUIRED.

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS+ TORFP # U00B4400007 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, TO Requesting Agency.

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 TO Requesting Agency, as identified in the CATS+ TORFP #U00B4400007.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # U00B4400007, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d. “TO Procurement Officer” means TO Procurement Officer. 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 TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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+ 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+ TORFP
 - c. Exhibit B – TO Technical Proposal
 - d. Exhibit C – TO Financial Proposal

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+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ 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+ 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, TO Requesting Agency

By: insert name, TO Procurement Officer

_____ Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain 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 TO 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 TECHNICAL PROPOSAL

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS+ 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)

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Master Contractor:

A) Education / Training

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

B) Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

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

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

<add lines as needed>

C) Employment History

List employment history, starting with the most recent employment first

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

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

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

TO Contractor’s Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TO TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

**Driving directions to:
MDE Headquarters
1800 Washington Blvd.
Baltimore, MD 21230**

From points north of Baltimore

Take I-95 South

Go through the Fort McHenry Tunnel

Exit at Exit 53 (I-395)

Bear to the right and follow signs to Martin Luther King Boulevard

Move into the left lane as the roadway descends from the overpass

At the first traffic light, make a left onto Washington Boulevard

Follow Washington Boulevard for approximately one mile

Cross over Monroe Street.

Make a right into the first parking lot entrance (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area

From points south of Baltimore

Take I-95 North

Exit at Exit 51 (Washington Boulevard).

At the bottom of the exit ramp, make a left onto Washington Boulevard.

Proceed approximately one half mile and cross over railroad tracks

Turn left into the parking lot entrance just past the railroad tracks (Red Lot)

At the gate press the intercom button and tell the guard that you are visiting MDE for a Pre-Bid Conference

Enter the lobby and proceed to the first floor reception area.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Task Order Agreement #U00B4400007

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of _____ (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #U00B4400007

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: **TO Manager**

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN THE TORFP.

ATTACHMENT 9 – DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: TO Requesting Agency

TORFP Title: TORFP Project Name

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement #U00B4400007, 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:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 2013_, 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+ TORFP #U00B4400007 for **TORFP Project Name**. 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, 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 Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

FFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2013 __, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (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 **TORFP Title** TORFP No. U00B4400007 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; 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:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

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

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ master contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov 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 No (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation – Not Required

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 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of TO 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 TO 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 TO 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 TO 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 - MDE WEB AND SYSTEM APPLICATIONS

- a) **MDE Customer Service Directory Search Form (SharePoint List)**
<http://mde.maryland.gov/aboutmde/ContactUs/CustomerServiceDirectory/Pages/CustomerServiceDirectory.aspx>
Provides a web form that allows users to search the MDE Customer Service Directory by Function/Keyword and by MDE Administration/Office.
- b) **Shellfish Harvesting Waters Restriction Advisory (Daily Shellfish Advisory) (SharePoint List)**
http://mde.maryland.gov/programs/Marylander/CitizensInfoCenterHome/Pages/CitizensInfoCenter/FishandShellfish/shellfish_advisory/default.aspx
The application updates the Daily Shellfish Advisory page which displays an uploaded image, and shows whether or not any of the 15 river zones is closed. Closed river zones additionally displays details about the harvesting restrictions and reopening dates.
- c) **County Recycling Services (SharePoint List)**
<http://mde.maryland.gov/programs/Land/RecyclingandOperationsprogram/StateCountyandCityContactInfo/Pages/default.aspx>
Provides users a selection dropdown boxes to display a listing of county recycling information. Displays data on main county recycling contacts including email and phone numbers, website address, list of county recycling services, and other info. Also provides details on all drop-off sites for the county such as location/address, hours, phone number, and materials collected.
- d) **Electronics Recycling and Reuse Companies (SharePoint List)**
<http://mde.maryland.gov/programs/Land/RecyclingandOperationsprogram/SpecialProjects/Collections/Pages/eCycling.aspx>
Lists electronic recycling (e-cycling) companies by county in Maryland and surrounding states. Provides addresses, phone numbers, company websites, hours of operation, and materials accepted.
- e) **Drought Coordinators (SharePoint List)**
<http://mde.maryland.gov/programs/Water/DroughtInformation/DroughtCordinators/Pages/default.aspx>
Provides a dropdown selection list that displays a listing of drought coordinator information by county.
- f) **County Grant Administrators, Loan Officers and Project Managers (SharePoint List)**
http://mde.maryland.gov/programs/Water/QualityFinancing/SaterQualityFinanceHome/GL_OFFICERS/Pages/home.aspx
Provides a dropdown selection list that displays a listing by county of MDE grant administrators, loan officers, and project managers that could assist local governments with understanding and complying with the applicable regulatory and programmatic requirements associated with applications for grants or with funds received from federal capital funds consisting of federal EPA construction grants, special federal appropriations grants, and State revolving loan funds for water quality and drinking water projects.
- g) **Contractors Providing Lead Paint Abatement Services in Maryland (SharePoint List)**
<http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/HomeOwners/Pages/Programs/LandPrograms/LeadCoordination/homeOwners/search/Leadcontractors.aspx>

Displays listings of residential, commercial and public building contractors (RC) by Maryland regions that have been accredited by MDE to provide lead inspection services. Provides the following information per contractor: address, phone number, accreditation certificate number, expiry, contact, regions of operation, types of work performed.

h) Inspectors Providing Lead Paint Abatement Services in Maryland (SharePoint List)

<http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/HomeOwners/Pages/Programs/LandPrograms/LeadCoordination/homeOwners/search/LeadInspectors.aspx?all=1>

Displays listings of inspection contractors (IC) by Maryland regions that have been accredited by MDE to provide lead inspection services. Provides the following information per Contractor: address, phone number, accreditation certificate number, expiry, contact, regions of operation, types of work performed.

i) Open and Closed Petroleum Subsurface Investigation/Remediation Cases in Maryland (Access 2003)

http://mde.maryland.gov/programs/Land/OilControl/RemediationSites/Pages/Programs/LandPrograms/OilControl/RemediationSites/OCP/OCP_OPEN.aspx (Open Cases)

and

http://mde.maryland.gov/programs/Land/OilControl/RemediationSites/Pages/Programs/LandPrograms/OilControl/RemediationSites/OCP/Closed/OCP_Closed.aspx (Closed Cases)

Provides users a source for locating petroleum subsurface cases within the State. Lists location address, case number and date opened or closed.

j) Maryland Integrated Report (303d and 305b List) Search (SharePoint List)

<http://mde.maryland.gov/programs/Water/TMDL/Integrated303dReports/Pages/303d.aspx>

Provides users a search form that displays listings of impaired surface waters in Maryland as listed in the 2008 State reports on 303(d) and 305(b) lists. It allows search by basin name, basin code, by listing category, and by impairment category. It also provides a clickable map view data. (This has been revised with data for the 2012 Maryland Integrated Report.)

k) Board of Waterworks and Waste System Operators Training List (SharePoint List)

<http://mde.maryland.gov/programs/Permits/WaterManagementPermits/WaterDischargePermitApplications/boardofwaterworks/Pages/search.aspx>

Provides users a search form that displays a list of training for Waterworks and Waste System Operator/Superintendents. Displays the course code, sponsor, program title, no of credit units, operator/superintendent level, process/non-process category of the course.

l) Notice of Applications Received by the Voluntary Cleanup Program (SharePoint List)

<http://mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/MDVCPInformation/vcpapps/Pages/vcp.p.aspx>

Provides users a search form that displays applicants to the Voluntary Cleanup Program (VCP) received by the Maryland Department of the Environment since October 1, 2004. Lists the applicant name and address, property name and address including county, date received, public comment period, and VCP Manager's name.

m) VEIP Certified Emissions Repair Facilities (SharePoint List)

<http://mde.maryland.gov/programs/Air/MobileSources/VehicleEmissionsInspectionProgram/RepairIndustr>

[y/Pages/Programs/AirPrograms/Mobile_Sources/veip/veipfacilities/default.aspx](http://mde.maryland.gov/Pages/Programs/AirPrograms/Mobile_Sources/veip/veipfacilities/default.aspx)

Provides users a search form that displays facilities certified to participate in Maryland's Certified Emissions Repair Facility (CERF) program. Each CERF employs qualified personnel and possesses diagnostic equipment to perform effective repairs on vehicles that fail the emissions test. Lists by county the facility name, address, phone number, and MapQuest links for map and directions.

n) PIA Requests (Oracle 8i)

<http://mde.maryland.gov/programs/Marylander/PublicInfoAct/Pages/submitapia.aspx>

Allows submission by the public at large of Public Information Act (PIA) requests. The application starts with a form for requestor and billing information, then a facility search for which facility specific program records are being requested.

o) MDE Calendar (SharePoint List)

<http://mde.maryland.gov/aboutmde/mdecalendar/Pages/Calendar.aspx>

Uses SharePoint (MOSS 2007) Calendar publishing feature. Custom coding added by Deque to use Calendar View and to trim page display to fields with values.

p) Press Room (SharePoint Pages Library) --- Has not been developed.

- 1) Automatically lists press release's title, day and date of issue and a link to the press release on an "all press releases" page.
- 2) Automatically adds newly issued press release's title and date of issue to the Newsroom landing page.

q) Maryland Wetland Bibliography (SharePoint List)

<http://mde.maryland.gov/programs/Water/WetlandsandWaterways/DocumentsandInformation/wetbib/Pages/WetlandBibliography.aspx>

Provides users a search form that displays a listing of documents located at MDE up to the year 2000. These documents include biological references, journals, scientific studies, conference proceedings, and waterway project information. The list provides bibliographic data for each material in the collection.

r) Private Foundations for Wetlands Restoration Funding (SharePoint List)

<http://mde.maryland.gov/programs/Water/WetlandsandWaterways/WetlandsandWaterwaysHome/Apps/Pages/PrivFoundations.aspx>

Lists private foundations that provide funding and assistance for wetland restoration projects. Displays the foundation names and foundation fields of interests. Also, lists contact information and some funding eligibility criteria.

s) Press Releases on Enforcement & Compliance (SharePoint Pages Library)

<http://mde.maryland.gov/programs/PressRoom/Pages/EnfoCompliancePressReleases.aspx>

Lists links to all press releases related to enforcement & compliance activities of the Department from April, 2007 to present.

- t) **Maryland Reported Sewer Overflow Database (Access 2003)**
<http://mde.maryland.gov/programs/Water/OverFlow/Pages/ReportedSewerOverflow.aspx>
 Provides users a search form that displays sewage overflow and bypass information reported to MDE since 2005. Data displayed include type of overflow, municipality, NPDES number, zip code, county, receiving water body, date and time discovered, and estimated quantity released in gallons.
- u) **Land Restoration Program Sites (SharePoint List)**
<http://mde.maryland.gov/programs/Land/MarylandBrownfieldVCP/LRPSites/Pages/LRP.aspx>
 Provides users with a display and search of hazardous waste sites throughout the State by site name, city, county, and/or by waste site categories: NPL, SML, Non-Master, Federal Facility, Formerly Used Defense Site, Brownfields, VCP, or Site Assessment Site.
- v) **Permit Application Database Search (SB47) (Access 2003) shows a webpart error? – see previous note.**
<http://mde.maryland.gov/programs/Permits/sb47/Pages/SB47.aspx>
 Provides users a search form that displays the status of permit applications for 14 permit types. Lists project name, address, activity and permit type, applicant name and other applicant info, MDE contact, scheduled meetings and hearings, and permit application status.
- w) **Concentrated Animal Feeding Operation / Maryland Animal Feeding Operation (CAFO / MAFO) Search (Access 2003)**
http://mde.maryland.gov/programs/Land/SolidWaste/CAFOMAFO/Pages/Programs/LandPrograms/SolidWaste/cafo_search/CAFO.aspx
 Provides users a search form that displays CAFO permit applications by county, farm, and animal type.
- x) **CAFO/MAFO Calculator (JavaScript)**
http://mde.maryland.gov/programs/Land/SolidWaste/CAFOMAFO/Pages/Programs/LandPrograms/SolidWaste/cafo/cafo_calc.aspx
 Helps determine whether an animal farm is likely a CAFO or a MAFO. This is a JavaScript application created outside of SharePoint and shown in a SharePoint page using a Page Viewer Web Part.
- y) **Chesapeake Bay Restoration Fund Fee Calculator (JavaScript)**
<http://mde.maryland.gov/programs/Water/BayRestorationFund/Pages/water/cbwrf/feecalculator/Index.aspx>
 Provides current and proposed fee calculations for residential and commercial users of State and local sewer services .
- z) **List of Maryland Green Registry Members (SharePoint List)**
<http://mde.maryland.gov/marylandgreen/Pages/GreenMembersList.aspx>
 Lists members of the Maryland Green Registry. It shows data on the members' types of organization, month of inclusion to the registry, and a symbol to award winners. It also provides a link to member profiles.
- aa) **List of Issued Part 70 Permits (SharePoint List)**
<http://mde.maryland.gov/programs/Permits/AirManagementPermits/TitleVProgramInformation/Pages/title>

[5 issued_permits.aspx](#)

Lists major sources of air emissions MDE permittees with permit date of issue and expiration.

bb) Newsroom RSS (SharePoint Pages)

<http://mde.maryland.gov/programs/PressRoom/rss/PressReleasesFeed.aspx>

Lists latest press releases issued by the MDE Office of Communications.

cc) Online Lead Rental Registration (E-commerce Application – SQL Server)

https://securemde.mde.state.md.us/_layouts/OLRR/UserLoginPage.aspx (external users)

<http://olrr.mde.state.md.us> (internal users)

Allows owners of residential rental properties built before 1950 to register and renew their registration with the MDE. Includes online payment of fees.

dd) Water Supply Information and Permitting System (WSIPS)

Note: Future application with support to start in November 2013.

Will provide the capability for MDE customers to submit and pay for water appropriation permit applications online.

ee) Relationships of Applications

All applications are independent of each other except for:

Press Room, which derives data from press releases in a Newsroom SharePoint Pages Library.

Application	Backend
MDE Customer Service Directory Search Form	SharePoint List
Shellfish Harvesting Waters Restriction Advisory (Daily Shellfish Advisory)	SharePoint List
County Recycling Services	SharePoint List
Electronics Recycling and Reuse Companies	SharePoint List
Drought Coordinators	SharePoint List
County Grant Administrators, Loan Officers and Project Managers	SharePoint List
Contractors Providing Lead Paint Abatement Services in Maryland	SharePoint List
Inspectors Providing Lead Paint Abatement Services in Maryland	SharePoint List
Open and Closed Petroleum Subsurface Investigation/Remediation Cases in Maryland	Two DBs: Access 2003
Maryland Integrated Report (303d and 305b List) Search	SharePoint List
Board of Waterworks and Waste System Operators Training List	SharePoint List
Notice of Applications Received by the Voluntary Cleanup Program	SharePoint List
VEIP Certified Emissions Repair Facilities	SharePoint List
PIA Requests	Oracle 8i
MDE Calendar	SharePoint List
MDE Job Bank	SharePoint List
Press Room	SharePoint Pages Library – not completed by DN

Maryland Wetland Bibliography	SharePoint List
Private Foundations for Wetlands Restoration Funding	SharePoint List
Press Releases on Enforcement & Compliance	(SharePoint Pages Library)
Maryland Reported Sewer Overflow Database	Access 2003
Land Restoration Program Sites	SharePoint List
Permit Application Database Search (SB47)	Access 2003
CAFO/MAFO Search	Access 2003
CAFO/MAFO Calculator	JavaScript
Chesapeake Bay Restoration Fund Fee Calculator	JavaScript
List of Maryland Green Registry Members	SharePoint List
List of Issued Part 70 Permits	SharePoint List – New
Newsroom RSS	SharePoint List
Online Lead Rental Registration (E-commerce Application)	SQL Server
Water Supply Information and Permitting System	SQL Server

ATTACHMENT 15 – SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #

This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the *Purpose* of the work order.

Purpose

Statement of Work

Requirements:

Deliverable(s), Acceptance Criteria and Due Date(s):

Deliverables are subject to review and approval by AGENCY prior to payment.
(Attach additional sheets if necessary)

Start Date		End Date	
-------------------	--	-----------------	--

Cost

	Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.				AGENCY shall pay an amount not to exceed	\$

TO Contractor

<i>(Signature)</i> _____	TO Contractor Authorized Representative
<i>(Date)</i> _____	
POC	<i>(Print Name)</i>
Telephone No.	
Email:	

AGENCY Approval

<i>(Signature)</i> _____	AGENCY TO Manager <i>(Date)</i> _____
TO Manager	<i>(Print Name)</i>
Telephone No.	
FF) EMAI L:	

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
Name of TO 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 TO 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 TO 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 TO 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 16 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
2. The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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 THIS AFFIDAVIT IN .PDF FORMAT WITH THE TO TECHNICAL PROPOSAL

ATTACHMENT 17 – PERFORMANCE EVALUATION FORM

Instructions:

Below is a listing of the performance objectives for **Name of TO Contractor / Subcontractor** for work performed under B.P.O # **XXX0000000**. This is a group evaluation for TO Contractor and subcontractor work per [Agency] support and project requests only. Group performance on each objective is rated and additional comments are provided.

Performance Review Rating System

- 1- TO Contractor performance does not meet expectations for this objective.
- 2- TO Contractor performance sometimes meets expectations for this objective but not consistently and/or completely. Performance must improve.
- 3- TO Contractor performance consistently meets expectations for this objective.
- 4- TO Contractor performance exceeds expectations for this objective.
- 5- TO Contractor performance far exceeds expectations for this objective.

Objectives for Name of contractor/subcontractor	Rating (1-5)
Technically knowledgeable to comprehend <insert System name> system and perform analysis on issue and project requests and perform supports.	
Tasks assigned are completed on or before the due date.	
Work performed and delivered to the client meets or exceeds expectation.	
Overall satisfaction with contractor performance.	
Additional Comments:	