

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

**OUT-OF-WARRANTY EQUIPMENT  
MAINTENANCE AND SUPPORT SERVICES**

CATS+ TORFP #E00B5400006



Issue Date: January 14, 2015

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## KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	Out-of-Warranty Equipment Maintenance and Support Services
Solicitation Number (TORFP #):	E00B5400006
Functional Area:	6 – Systems/Facilities Management and Maintenance
Issue Date:	January 14, 2015
<b>Pre-proposal Conference:</b>	<b>February 3, 2015 at 10:00 AM Local Time</b> Louis L. Goldstein Treasury Building 80 Calvert Street, Room 114 Annapolis, Maryland 21401 See Attachment 6 for directions.
Questions Due Date and Time:	February 11, 2015 at 5:00 PM Local Time
<b>Closing Date and Time:</b>	<b>February 18, 2015 at 2:00 PM Local Time</b>
TORFP Requesting Agency:	COM Information Technology Division
Send Questions and Proposals to:	Lesley Hunter, Contract Administrator Email address: <a href="mailto:itprocurement@comp.state.md.us">itprocurement@comp.state.md.us</a>
TO Procurement Officer:	Lesley Hunter Office Phone Number: 410-260-7222
TO Manager:	Larry Garrison Office Phone Number: 410-260-7865 Email address: <a href="mailto:lgarrison@comp.state.md.us">lgarrison@comp.state.md.us</a>
TO Type:	Fixed Price
Period of Performance:	Five (5) years
MBE Goal:	25% MBE Goal
VSBE Goal:	No
Small Business Reserve (SBR):	No
Primary Place of Performance:	Annapolis, Baltimore, Statewide

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.12 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- **Key Personnel** – Any individual identified in the TO Proposal by the Master Contractor to perform work under the scope of this TORFP. Key personnel shall start as of TO Agreement issuance unless specified otherwise.

### 1.3 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 TO Agreement, 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 TO Financial Proposal.

### 1.4 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 inbox.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

### **1.5 ORAL PRESENTATIONS/INTERVIEWS**

Neither oral presentations nor Interviews will held for this solicitation.

### **1.6 QUESTIONS**

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

### **1.7 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The COM will make reasonable efforts to provide such special accommodation.

### **1.8 CONFLICT OF INTEREST**

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions, Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

### **1.9 LIMITATION OF LIABILITY**

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

## **1.10 CHANGE ORDERS**

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

## **1.11 TRAVEL REIMBURSEMENT**

Expenses for travel shall be included with the proposal rates entered on Attachment 1, Price Sheet. No additional travel costs will be paid.

## **1.12 MINORITY BUSINESS ENTERPRISE (MBE)**

This TORFP has MBE goals and sub-goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

### **1.12.1 MBE PARTICIPATION REPORTS**

COM will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

## **1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)**

This TORFP has a VSBE goal as stated in the Key Information Summary Sheet above, representing the percentage of total fees paid for services under this Task Order.

## **1.14 NON-DISCLOSURE AGREEMENT**

### **1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

A reading room is currently not anticipated for this TORFP.

### **1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

### **1.15 LIVING WAGE**

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

### **1.16 IRANIAN NON-INVESTMENT**

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

### **1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected 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 form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

### **1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

This solicitation and resulting purchase orders require that all materials used in the performance of the Contract and subsequent Purchase Orders or work orders shall be mercury-free products. The Offeror shall submit a Mercury Affidavit found in Attachment 14 with the TO Technical Proposal.

### **1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

A State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the Department of General Services (DGS) web

site: <http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. A new state law effective October 1, 2012 (HB 448, Chapter 372) requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web

site: <http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security

Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

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## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE**

COM is issuing this CATS+ TORFP in order to obtain **on-site** out-of warranty equipment maintenance and support services utilized by the COM and all twenty-four (24) Maryland Register of Wills Offices within the State of Maryland (listed in Attachment 21).

As part of the TO Proposal, Master Contractors shall describe how it intends to supply resources with the appropriate certifications to meet the needs of the TO Requesting Agency.

COM intends to award this Task Order to one (1) Master Contractor than can best satisfy the TO requirements.

### **2.2 REQUESTING AGENCY BACKGROUND**

The principal duty of the COM is to collect taxes. The major revenue sources are individual income taxes, business income taxes, and sales and use taxes. The agency also collects taxes on motor fuel, estates, admissions and amusement, alcohol, and tobacco. The agency tests motor fuel to ensure the quality of the product for the consumer. Acting as Maryland's chief accountant, the COM pays the State's bills, maintains its books, prepares financial reports, and pays State employees.

The COM provides information technology services critical to the daily operation of most State agencies. The agency's main headquarters is located in Annapolis, Maryland with 12 branch offices throughout the State. The agency also provides information technology support for the twenty-four (24) Register of Wills offices; one in each jurisdiction of the State.

### **2.3 EXISTING SYSTEM DESCRIPTION**

The types of out-of-warranty equipment to be supported under the TO include: PC system units, desktops, servers, laptops, printers and scanners, and other related peripherals. A complete list of equipment makes and models is attached as Attachment 20 to this TORFP. Services will be provided at sites throughout the State of Maryland, the majority of which are located within the Baltimore/Washington/Annapolis metropolitan area. The COM reserves the right to add and or remove equipment and prorate charges for the contract period upon written notification to the TO Contractor.

### **2.4 PROFESSIONAL DEVELOPMENT**

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Education shall be associated with the technology utilized by the COM and the Maryland Register of Wills (ROW).

Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

### **2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site (<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- The State of Maryland System Development Life Cycle (SDLC) methodology

- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.

## **2.6 REQUIREMENTS**

### **2.6.1 SERVICE FUNCTIONAL / BUSINESS REQUIREMENTS**

The TO Contractor shall perform on-site diagnostic, maintenance and repair services for out-of-warranty equipment utilized by the COM and all twenty-four (24) ROWs within the State of Maryland. For a complete list of equipment, see Attachment 20. For a complete list of addresses see Attachment 21.

### **2.6.2 TECHNICAL REQUIREMENTS**

The TO Contractor shall be responsible for procuring and installing all necessary repair parts.

All replacement and/or repair parts shall be **new and from the Original Equipment Manufacturer (OEM)**, or certified to be equivalent in quality and function. Charges for replacement/repair parts shall be passed through to the State at the TO Contractor's price as described in CATS+ RFP Section 2.2.1.1 Equipment and COTS Software. TO Manager approval must be obtained prior to the use of any replacement/repair parts. The TO Contractor's monthly invoice shall include copies of all invoices for charges being passed through. Submit invoices via e-mail to [itinvoices@comp.state.md.us](mailto:itinvoices@comp.state.md.us).

If replacement parts or units are no longer manufactured and new or equivalent parts are not available, as certified by the OEM to be equivalent or new, the TO Contractor shall certify, via e-mail, the unavailability of the part or unit in an "equivalent or new" state and provide (via fax or e-mail) within seven (7) business days a written quotation to the TO Manager for obtaining a used and/or refurbished replacement part. The TO Contractor shall not procure any used or refurbished parts without the verbal and/or electronic (e-mail) authorization of the TO Manager. Any verbal authorization will be documented via e-mail immediately by the TO Manager. The TO Contractor shall acknowledge, in writing, the follow-up written direction.

If the TO Contractor, at any time, determines that the cost of repairing any equipment shall exceed its replacement cost, the TO Contractor shall advise the TO Manager of such and request authorization (via e-mail) from the TO Manager prior to repairing said equipment.

If the TO Manager elects not to repair any equipment that is the subject of a service call, the TO Contractor shall bill the agency for the appropriate unit price for troubleshooting.

### **2.6.3 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS**

1. The TO Contractor shall provide a toll free telephone number to be used by the Annapolis Data Center (ADC) Help Desk for placing service calls.
2. The TO Contractor shall provide live-voice response to the ADC Help Desk calls during business hours of 8:00 a.m. to 5:00 p.m.
3. The TO Contractor shall have access to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.
4. The TO Contractor shall utilize a call tracking system that is compatible with Microsoft Excel for all calls received from the ADC Help Desk. The TO Manager will provide the TO Contractor with the required format and field definitions. Sample historical service data is attached to this TORFP as Attachment 22.

5. The ADC Help Desk shall assign a “ticket number” when placing a service call. The TO Contractor shall use the assigned “ticket number” for all tracking and billing purposes.

#### **2.6.4 TO CONTRACTOR RESPONSIBILITIES**

1. 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. TO Contractor shall purchase the required replacement parts as defined in 2.6.2.
2. In the course of repairing equipment, when it is necessary to replace a storage device that may contain data, such equipment shall not be removed from any office of the Agency without written permission from TO Manager and until the equipment is sanitized and all stored information has been cleared. Defective hard drives must remain in the possession of the COM. TO Contractor shall coordinate with the TO Manager the transfer of any data from the equipment to storage device.
3. The TO Contractor agrees to a transition agreement by which any and all open tickets at the time of the expiration of the existing Agreement will be completed and closed. The TO Contractor also agrees to provide for a period not to exceed seven (7) days from the expiration date of the Contract Agreement any assistance deemed necessary to help the incoming party through the transition period.
4. The TO Contractor agrees that any and all tickets open at the time of the expiration of the Agreement will be the responsibility of the incumbent.
5. The TO Contractor agrees that it will provide assistance for a period not to exceed thirty (30) days at the request of COM to the incoming Contractor through the transition period.
6. The TO Contractor shall provide a monthly report in electronic form (Microsoft Excel) detailing all service calls being billed for the month. The report shall be submitted based on a template that will be provided by the State. A sample of the type of data that will be required is attached as Attachment 22. The purpose of the requisite monthly report is to facilitate the State’s management of its computers and related hardware resources.

#### **2.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

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

The TO Contractor shall provide on-site out-of-warranty equipment maintenance and repair services for PC system units, desktops, servers, laptops, printers and scanners. An overview of the various makes and models that fall under the TO is provided in Attachment 20.

#### **2.6.6 SERVICE LEVEL AGREEMENT (SLA)**

1. The TO Contractor shall provide technical callback within four (4) hours of being contacted by the ADC Help Desk.
2. The TO Contractor shall ensure the arrival of a service technician on-site within 12 business hours of being contacted by the ADC Help Desk.
3. The TO Contractor shall complete all repairs within two (2) working days of receiving the service call.
4. If repairs cannot be completed with two (2) working days, the State may require the TO Contractor to provide loaner equipment of equal or better quality and performance, at no charge to the State until repairs are completed.

#### **2.6.7 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **2.6.8 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS**

All replacement and/or repair parts shall be **new and from the Original Equipment Manufacturer (OEM)**, or certified to be equivalent in quality and function. If replacement parts or units are no longer manufactured and new or equivalent parts are not available, as certified by the OEM, the TO Contractor shall certify, via e-mail, the unavailability of the part or unit in an “equivalent or new” state and provide (via fax or e-mail) within seven (7) business days a written quotation to the TO Manager for obtaining a used and/or refurbished replacement part. The TO Contractor shall not procure any used or refurbished parts without the verbal and/or electronic (e-mail) authorization of the TO Manager. Any verbal authorization will be documented via e-mail immediately by the TO Manager. The TO Contractor shall acknowledge, in writing, the follow-up written direction.

The TO Contractor shall degauss and/or sanitize storage media before removing any storage device from any Agency office. The TO Contractor shall present its method for degaussing/sanitizing media for Agency approval at the Kick-Off meeting (Section 2.8.1).

## **2.7 PERFORMANCE AND PERSONNEL**

### **2.7.1 WORK HOURS**

In response to calls initiated by the Annapolis Data Center (ADC) Help Desk, the TO Contractor shall provide on-site/field service coverage from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding weekends and State holidays.

### **2.7.2 PERFORMANCE ISSUE MITIGATION**

In the event the COM is not satisfied with the performance of the TO Contractor personnel, the mitigation process is as follows. The TO Manager will notify the TO Contractor in writing describing the problem and delineating remediation requirements. The TO Contractor will have three (3) business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by the TO Manager. Should performance issues persist, the TO Manager may give written notice or request immediate removal of the individual whose performance is at issue. Should performance issues persist, the TO Manager may give written notice or request the immediate removal of the person(s) whose performance is at issue, and determine whether a substitution is required.

### **2.7.3 PREMISES AND OPERATIONAL SECURITY**

TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, at the sole expense to the TO Contractor. COM reserves the right to disqualify any TO Contractor employees or subcontractors whose background check suggest conduct, involvement, and/or association that COM determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. COM reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- A) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- B) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- C) TO Contractor shall require its employees to follow the State of Maryland and COM IT Security Policy and Standards throughout the term of the TO Agreement.
- D) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the Task Order.

- E) TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- F) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

## 2.8 DELIVERABLES

### 2.8.1 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

<b>ID#</b>	<b>Deliverables</b>	<b>Acceptance Criteria</b>	<b>Frequency</b>
2.8.1.1	<ul style="list-style-type: none"> <li>• Kickoff meeting w/Agency, including delivery of TO Contractor's support contact information and plan/methodology for degaussing/sanitizing media.</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance at meeting by key TO Contractor staff.</li> <li>• Complete list of contact numbers for all key TO Contractor personnel.</li> <li>• Media sanitization methodology that meets Agency standards.</li> </ul>	NTP +5 days
2.8.1.2	<ul style="list-style-type: none"> <li>• Troubleshoot, repair and/or maintain identified equipment as requested.</li> </ul>	<ul style="list-style-type: none"> <li>• Adherence to Service Level Agreement (Sect 2.6.6).</li> <li>• Accurate problem determination and repair of equipment.</li> <li>• Clear communication regarding problem resolution.</li> </ul>	Based on the SLA
2.8.1.3	<ul style="list-style-type: none"> <li>• Monthly service call completed and not completed report submitted with invoice.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide completed service call's Ticker Number.</li> <li>• Charges accurately reflect unit pricing as submitted by TO Contractor in response to TORFP.</li> </ul>	Monthly, start within ten (10) days of TO execution or at the kick-off meeting. E-mail to the TO Manager on the 5 <sup>th</sup> of the month.
2.8.1.4	<ul style="list-style-type: none"> <li>• Monthly report.</li> </ul>	<ul style="list-style-type: none"> <li>• TO Contractor to provide completed monthly report by using the State template.</li> </ul>	<ul style="list-style-type: none"> <li>• Within 10 days of TO execution or at the Kick-Off meeting</li> </ul>

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- 1) At least one (1) year of demonstrated experience providing support services similar in scope to U.S. based commercial or government entities with at least 5,000 end-users. In addition, the engagement must meet the following criteria:
  - a) The engagement must have lasted at least one (1) year; and,
  - b) The Offeror must have provided at least three (3) full-time support personnel with at least one (1) resource having OEM certification; and,
  - c) The engagement must have been within the last five (5) years.

### **2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS**

The following qualifications are expected and will be evaluated as part of the technical proposal.

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.

The TO Contractor shall only provide qualified technicians who are certified to perform work on the equipment requiring service. Failure to provide qualified, certified technicians may result in TO Agreement termination.

Each technician shall:

- 1) Be qualified through factory OEM training for the type of equipment; or,
- 2) Have Computer Technology Industry Association (CompTIA) A+ certification (hardware and operation system technologies); or,
- 3) Have equivalent certification; and,
- 4) Have minimum of two (2) years of hands-on experience in the repair of computer hardware in a broad-based environment that consists of the type and quality of the equipment referred to in Attachment 20.

A technician's qualifying credentials shall be made available to the TO Manager upon request. Technicians shall be directly employed and supervised by the TO Contractor or subcontractor unless otherwise approved by the Agency. The Agency reserves the right to reject service technicians who OEM Certificate is not produced and/or on file with the Agency.

### **2.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **2.12 INVOICING**

Invoicing shall be submitted monthly. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

- A) A proper invoice shall identify the COM, total unit pricing charges, total charges for replacement parts, associated TO Agreement 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 via e-mail each invoice and supporting documentation submitted for payment to [itinvoices@comp.state.md.us](mailto:itinvoices@comp.state.md.us).

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 TO Agreement. In no event shall any invoice be submitted later than sixty (60) calendar days from the TO Agreement termination date.

**2.12.1 TIME SHEET SUBMISSION AND ACCEPTANCE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

**2.12.2 INVOICE SUBMISSION PROCEDURE**

Payments for services provided under the TO will be governed by the unit pricing proposed by the TO Contractor. The TO Contractor's unit pricing shall include all service costs including labor, travel and overhead. Charges for replacement parts associated with such services will be on a pass-through basis, at the TO Contractor's cost.

The TO Contractor shall bill the State each month for all prior-month completed service calls (service calls shall not be billed until all work is complete) and associated pass-through charges for parts. All charges shall be identified by the "ticket" number assigned by the ADC Help Desk. All pass-through charges for replacement parts shall be accompanied by the TO Contractor's invoice for said parts. Invoices will be submitted by the TO Contractor by the 15th business day of each month for all work completed in the previous month.

**2.12.3 WORK ORDER PROCESS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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## **SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

### **3.2 SUBMISSION**

#### **3.2.1 E-MAIL SUBMISSION**

The TO Proposal shall be submitted via two e-mails.

COM can only accept e-mails that are less than or equal to a 16 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Proposal shall be submitted via two e-mails, each not to exceed 16 MB.

The TO Technical Proposal shall be contained in one e-mail, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP # E00B5400006 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP E00B5400006 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP E00B5400006 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail, containing as attachments all submission documents detailed in section 3.4.2, with password protection COM will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

- Subject line “CATS+ TORFP # E00B5400006 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP E00B5400006 Financial” containing the Financial Proposal contents, signed and in PDF format.

### **3.3 SUMMARY OF ATTACHMENTS**

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the **TO Technical Proposal**:

- Attachment 2 - MBE 1A Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 14 - Mercury Affidavit Signed PDF
- Attachment 15 – Veteran-Owned Small Business Enterprise Utilization Affidavit
- Attachment 16 - Certification Regarding Investments in Iran
- Attachment 22 – Confidentiality of IRS and State Tax Information

The following attachments shall be included with the **TO Financial Proposal**:



- Attachment 1 Price Sheet – Signed PDF

**3.4 PROPOSAL FORMAT**

A TO Proposal shall contain the following sections in order:

**3.4.1 TO TECHNICAL PROPOSAL**

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 3) Tools the TO Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1:

<b>Reference</b>	<b>Offeror Company Minimum Requirement</b>	<b>Evidence of Compliance</b>
2.9.1.1	1) At least one (1) year of demonstrated experience providing support services similar in scope to U.S. based commercial or government entities with at least 5,000 end-users. In addition, the engagement must meet the following criteria: <ol style="list-style-type: none"> <li>a) The engagement must have lasted at least one (1) year; and,</li> <li>b) The Offeror must have provided at least three (3) full-time support personnel with at least one (1) resource having OEM certification; and,</li> <li>c) The engagement must have been within the last five (5) years.</li> </ol>	Provide reference.

C) MBE Participation

Submit completed MBE documents Attachment 2 - Forms 1-A.

D) Subcontractors

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

E) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

F) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to Section 2 - Scope of Work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

H) Confidentiality

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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

**3.4.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);

**Prices shall be valid for 120 days.**

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## **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+ TORFP. In making the TO Agreement award determination, the COM will consider all information submitted in accordance with Section 3.

### **4.2 TO PROPOSAL EVALUATION CRITERIA**

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C) The ability for the Master Contractor to meet staffing expectations relative to supplying personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.
- D) Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in Section 2.1 and also for potential future resource requests.

### **4.3 SELECTION PROCEDURES**

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) For TO Proposals submitted via e-mail, COM will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.
- D) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- E) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, price has greater weight.
- F) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

### **4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT**

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

### LIST OF ATTACHMENTS

<b>Attachment Label</b>	<b>Attachment Name</b>	<b>Applicable to this TORFP?</b>	<b>Submit with Proposal?*</b> <b>(Submit, Do Not Submit, N/A)</b>
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A-5 )	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Not Applicable	N/A
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	Not Applicable	N/A
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Not Applicable	N/A
Attachment 10	Non-Disclosure Agreement (Offeror)	Not Applicable	N/A
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Not Applicable	N/A
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	Applicable	Submit with TO Technical Proposal
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	Not Applicable	N/A
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Not Applicable	N/A
Attachment 18	Performance Evaluation Form	Not Applicable	N/A
Attachment 19	Criminal Background Check Affidavit	Applicable	Do Not Submit with Proposal
Attachment 20	List of Equipment	Applicable	Do Not Submit
Attachment 21	List of Offices and Address	Applicable	Do Not Submit
Attachment 22	Sample of Historical Service Data	Applicable	Do Not Submit
Attachment 23	Sample Service Call Report	Applicable	Do Not Submit
Attachment 24	Confidentiality of IRS and State Tax Information	Applicable	Do Not Submit

\*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

## **ATTACHMENT 1 PRICE SHEETPROPOSAL**

### **PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS+ TORFP # E00B5400006**

The estimated annual number of service calls (Column B) are not to be construed as “total number”; the estimated annual number of service calls is an estimate only for purposes of price proposal evaluation.

The Unit Price for Repair plus Service Location Offset is the actual amount the State will pay for time and materials and shall be recorded in dollars and cents. The unit price plus Service Location Offset cannot exceed any Master Contract amount but may be lower. Proposed prices shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

Service Location Offset: All work performed by the TO Contractor at State located sites within Area “A” shall be billed at the TO Contractor’s base unit price (1.00). All work performed by the TO Contractor at State locations sited within Area “B” shall be billed at the TO Contractor’s base unit price plus 15% (1.15). All work performed by the TO Contractor at State locations sited within Area “C” shall be billed at the Contractor’s base unit price plus 25% (1.25). Each location listed in Attachment 21 has been identified by the service area within which it falls.

The TO Contractor’s unit pricing shall include all service costs including labor, travel and overhead.

#### **PART A: PRICING BY SERVICE CATEGORY**

**Service Call Quantities are for evaluation purposes only.**

<b>PRINTER SERVICE CALLS</b>					
<b>SERVICE AREA (A)</b>	<b>ESTIMATED NUMBER OF SERVICE CALLS (B)</b>	<b>RATE (C)</b>	<b>SUBTOTAL (BxC)=D</b>	<b>SERVICE LOCATION OFFSET (E)</b>	<b>TOTAL ESTIMATED CHARGES (DxE)=F</b>
<b>YEAR 1</b>					
A	100	\$ -	\$ -	1.00	\$ -
B	12	\$ -	\$ -	1.15	\$ -
C	6	\$ -	\$ -	1.25	\$ -
<b>YEAR 2</b>					
A	100	\$ -	\$ -	1.00	\$ -
B	12	\$ -	\$ -	1.15	\$ -
C	6	\$ -	\$ -	1.25	\$ -
<b>YEAR 3</b>					
A	100	\$ -	\$ -	1.00	\$ -
B	12	\$ -	\$ -	1.15	\$ -
C	6	\$ -	\$ -	1.25	\$ -
<b>YEAR 4</b>					
A	100	\$ -	\$ -	1.00	\$ -
B	12	\$ -	\$ -	1.15	\$ -
C	6	\$ -	\$ -	1.25	\$ -
<b>YEAR 5</b>					
A	100	\$ -	\$ -	1.00	\$ -
B	12	\$ -	\$ -	1.15	\$ -
C	6	\$ -	\$ -	1.25	\$ -
<b>TOTAL 5 YEAR EVALUATED PRINTER SERVICE CHARGES</b>					<b>\$ -</b>

**Service Call Quantities are for evaluation purposes only.**

<b>SYSTEM UNIT SERVICE CALLS</b>					
<b>SERVICE AREA (A)</b>	<b>ESTIMATED NUMBER OF SERVICE CALLS (B)</b>	<b>RATE (C)</b>	<b>SUBTOTAL (BxC)=D</b>	<b>SERVICE LOCATION OFFSET (E)</b>	<b>TOTAL ESTIMATED CHARGES (DxE)=F</b>
<b>YEAR 1</b>					
A	50	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	5	\$ -	\$ -	1.25	\$ -
<b>YEAR 2</b>					
A	50	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	5	\$ -	\$ -	1.25	\$ -
<b>YEAR 3</b>					
A	50	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	5	\$ -	\$ -	1.25	\$ -
<b>YEAR 4</b>					
A	50	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	5	\$ -	\$ -	1.25	\$ -
<b>YEAR 5</b>					
A	50	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	5	\$ -	\$ -	1.25	\$ -
<b>TOTAL 5 YEAR EVALUATED SYSTEM UNIT SERVICE CHARGES</b>					<b>\$ -</b>

**Service Call Quantities are for evaluation purposes only.**

<b>LAPTOP SERVICE CALLS</b>					
<b>SERVICE AREA (A)</b>	<b>ESTIMATED NUMBER OF SERVICE CALLS (B)</b>	<b>RATE (C)</b>	<b>SUBTOTAL (BxC)=D</b>	<b>SERVICE LOCATION OFFSET (E)</b>	<b>TOTAL ESTIMATED CHARGES (DxE)=F</b>
<b>YEAR 1</b>					
A	25	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 2</b>					
A	25	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 3</b>					
A	25	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 4</b>					
A	25	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 5</b>					
A	25	\$ -	\$ -	1.00	\$ -
B	10	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>TOTAL 5 YEAR EVALUATED LAPTOP SERVICE CHARGES</b>					<b>\$ -</b>



**Service Call Quantities are for evaluation purposes only.**

<b>SCANNER SERVICE CALLS</b>					
SERVICE AREA (A)	ESTIMATED NUMBER OF SERVICE CALLS (B)	RATE (C)	SUBTOTAL (BxC)=D	SERVICE LOCATION OFFSET (E)	TOTAL ESTIMATED CHARGES (DxE)=F
<b>YEAR 1</b>					
A	15	\$ -	\$ -	1.00	\$ -
B	15	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 2</b>					
A	15	\$ -	\$ -	1.00	\$ -
B	15	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 3</b>					
A	15	\$ -	\$ -	1.00	\$ -
B	15	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 4</b>					
A	15	\$ -	\$ -	1.00	\$ -
B	15	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>YEAR 5</b>					
A	15	\$ -	\$ -	1.00	\$ -
B	15	\$ -	\$ -	1.15	\$ -
C	10	\$ -	\$ -	1.25	\$ -
<b>TOTAL 5 YEAR EVALUATED SCANNER SERVICE CHARGES</b>					<b>\$ -</b>

**PART B: PRICE SHEET - SUMMARY**

SERVICE CATEGORY	TOTAL EVALUATED PRICE FOR ALL 5 YEARS
Printer Service Calls Evaluated Price (Years 1-5)	\$ -
System Unit Service Calls Evaluated Price (Years 1-5)	\$ -
Laptop Service Calls Evaluated Price (Years 1-5)	\$ -
Scanner Service Calls Evaluated Price (Years 1-5)	\$ -
<b>TOTAL 5 YEAR EVALUATED PRICE</b>	<b>\$ -</b>

---

Authorized Individual Name

---

Title

---

Signature

---

Company Name

---

Company Tax ID #

---

Date

## ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP # E00B5400006

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 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless 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 of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **subcontractor's D-6 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 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-52-4A. 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 –1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE**

**INSTRUCTIONS**

**PLEASE READ BEFORE COMPLETING THIS FORM**

**This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.**

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract’s MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation (“MDOT”). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified with the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit [www.naics.com](http://www.naics.com). Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm’s NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term “Graduated” follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us) sufficiently prior to the submission due date.

9. **Worksheet:** The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

### Overall Goal

Total MBE Participation (include all categories): \_\_\_\_\_%

**ATTACHMENT 2 -1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE**

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. E00B5400006, I affirm the following:

**1. MBE Participation (PLEASE CHECK ONLY ONE)**

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent:

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

**OR**

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business 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 2-2);
- (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
- (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

**3. Information Provided to MBE firms**

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

**4. MBE Participation Schedule**

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

**LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.**

**MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.**

**SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture )**

MBE Prime Firm Name: _____  MBE Certification Number: _____  (If dually certified, check only one box.)  <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____%  Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%  Description of the Work to be performed with MBE prime's own forces: _____ _____ _____
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**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____%  Description of the Work to be Performed: _____ _____ _____

**CONTINUE ON SEPARATE PAGE IF NEEDED**

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

\_\_\_\_\_  
 Bidder/Offeror Name  
 (PLEASE PRINT OR TYPE)

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

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

**SUBMIT AS INSTRUCTED IN TORFP**



## ATTACHMENT 2 - 1B: WAIVER GUIDANCE

### GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

#### I. Definitions

**MBE Goal(s)** – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

**Good Faith Efforts** – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

**Identified Firms** – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

**Identified Items of Work** – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

**MBE Firms** – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

#### II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

**A. Identify Bid Items as Work for MBE Firms**

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who

are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
  - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
  - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

#### **D. Negotiate With Interested MBE Firms**

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
  - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
  - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
  - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the bidder/offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

#### **E. Assisting Interested MBE Firms**

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

### **III. Other Considerations**

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

### **IV. Documenting Good Faith Efforts**

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

**A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)**

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

**B. Outreach/Solicitation/Negotiation**

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

**C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)**

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

**D. Other Documentation**

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.



**ATTACHMENT 2 - 1C: MBE ATTACHMENT  
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

**Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.**

I affirm that I have reviewed Attachment 2-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 2-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 1 – Identified items of work bidder/offeror made available to MBE firms**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

<b>Identified Items of Work</b>	<b>Was this work listed in the procurement?</b>	<b>Does bidder/offeror normally self-perform this work?</b>	<b>Was this work made available to MBE Firms? If no, explain why?</b>
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 2 – identified MBE firms and record of solicitations**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
<b>Firm Name:</b>  <b>MBE Classification (Check only if requesting waiver of MBE subgoal.)</b> <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification <hr/>		Date:  <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date:  <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call:  Spoke With:  <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE  <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

**Part 3 – additional information regarding rejected MBE quotes**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ -	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ -	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**ATTACHMENT 2 - 2: MBE ATTACHMENT  
OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. E00B540006, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Please Check One:**

- This project does not involve bonding requirements.
  - Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.
- (DESCRIBE EFFORTS): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Please Check One:**

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

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

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

**ATTACHMENT 2 - 3A: MBE ATTACHMENT  
 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

**Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.**

Provided that \_\_\_\_\_ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor intends to enter into a subcontract with \_\_\_\_\_ (Subcontractor’s Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ which will receive at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

**PRIME CONTRACTOR**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

**SUBCONTRACTOR**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

**MBE ATTACHMENT 2-3B**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 2-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that \_\_\_\_\_ (Prime Contractor's Name) with Certification Number \_\_\_\_\_ is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such MBE Prime Contractor intends to perform with its own forces at least \$ \_\_\_\_\_ which equals to \_\_\_% of the Total Contract Amount for performing the following products/services for the Contract:

<b>NAICS CODE</b>	<b>WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.</b>	<b>DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES</b>	<b>VALUE OF THE WORK</b>

<p><b>MBE PRIME CONTRACTOR</b></p> <p>Signature of Representative:</p> <p>_____</p> <p>Printed Name and Title:</p> <p>_____</p> <p>Firm's Name:</p> <p>_____</p> <p>Federal Identification Number:</p> <p>_____</p> <p>Address:</p> <p>_____</p> <p>_____</p> <p>Telephone:</p> <p>_____</p> <p>Date:</p>
---

**ATTACHMENT 2 - 4A: MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

**COMPTROLLER OF MARYLAND  
Minority Business Enterprise Participation**

**Prime Contractor Paid/Unpaid MBE Invoice Report**

Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 15th of each month.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:	Email:	
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
	Invoice#      Amount		Invoice #      Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
<p><b>**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B.</b></p> <p><b>**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</b></p>			
_____ Contract Manager			
_____ Contracting Unit			
(Department or Agency)			
_____		mailto:	

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

(Required)



**SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

**Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 15th of each month.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice AmountDate
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):		
_____ Contract Manager		
_____ Contracting Unit		
(Department or Agency)		
_____ mailto:		

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

**MBE ATTACHMENT 2-4B MBE PRIME CONTRACTOR REPORT**

**Minority Business Enterprise Participation  
MBE Prime Contractor Report**

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ <b>Report is due to the MBE Officer by the 15th of the month following the month the services were provided.</b> <b>Note: Please number reports in sequence</b>	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	Fax: _____	E-mail: _____

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

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

_____ Contract Monitor _____ Contracting Unit (Department) _____ _____ _____
---

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

(Required)

**MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

**Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
<b>Report is due by the 15th of each month.</b>	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:																					
MDOT Certification #:																					
Contact Person:	Email:																				
Address:																					
City:	State: ZIP:																				
Phone:	FAX:																				
Subcontractor Services Provided:																					
List all payments received from Prime Contractor during reporting period indicated above. <table border="0"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____	Invoice Amount	Date	1.		2.		3.		4.		List dates and amounts of any unpaid invoices over 30 days old. <table border="0"> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Prime Contractor:	Contact Person:																				
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):																					
_____ Contract Manager _____ Contracting Unit (Department or Agency) _____ mailto:																					

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Required)

## ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# E00B5400006 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2015 by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, COM.

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 COM, as identified in the CATS+ TORFP # E00B5400006.
  - b) “CATS+ TORFP” means the TORFP# E00B5400006, dated January 14, 2015, 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 COM 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 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 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+ 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 **five (5) years**, commencing on the date of Notice to Proceed and terminating on **May 31, 2020**.

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 \$\_\_\_\_\_. 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 a proper 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, COM

\_\_\_\_\_  
By: Lesley Hunter, 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, 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)

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



## **ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**

COMPTROLLER OF MARYLAND  
LOUIS L. GOLDSTEIN TREASURY BUILDING  
80 CALVERT STREET, ROOM 114 (ASSEMBLY ROOM)  
ANNAPOLIS, MD 21401

### **DIRECTIONS TO THE TREASURY BUILDING FROM THE BALTIMORE AREA**

Take I-97 south until it merges with Rt. 50 East,  
Stay on Rt. 50 East towards Annapolis (Approximately 1 mile)  
Take exit 24 (Rt. 70 South/Rowe Blvd.)

Bear to the right toward Annapolis South.

Remain in the right lane and stay straight through two lights (first light will be Farragut to the right and Melvin Avenue to the left, second light will be Taylor Avenue). The road will bear off to the right (which you should do) and at the next traffic light (Calvert Street) turn right onto Calvert Street. The Louis L. Goldstein Treasury Building will be on the left.

There will be a parking garage on Clay Street (first road on the right - Whitmore Parking Garage)  
Or another parking garage on the left (Gotts Parking Garage).

When exiting either garage walk towards the Louis L. Goldstein Treasury Building. In front of the Treasury Building is a statue of Former Comptroller Louis L. Goldstein.

You must sign in at the security guard's desk. Tell them you are attending a pre-proposal conference in the Assembly Room.

**ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)**

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): E00B5400006

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 Oversight Office, Department of Information Technology

**ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

## 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](mailto: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:	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (TORFP) 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)	
<b>Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials</b>	
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)	
<b>Section 3 – Substitution of Personnel</b>	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
<b>Section 4 – MBE Participation</b>	
A) What is the MBE goal as a percentage of the TO value?                      % (If there is no MBE goal, skip to Section 5)	

<p>B) Are MBE reports 2-4A, 2-4B, 2-5 submitted monthly?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</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) _____ %  (Example - \$3,000 was paid to date to the MBE Subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (<math>3,000 \div 10,000 = 0.30</math>))</p>
<p>Is this consistent with the planned MBE percentage at this stage of the project?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal?  Yes <input type="checkbox"/> No <input type="checkbox"/>  (If yes, explain the circumstances and any planned corrective actions)</p>
<p><b>Section 5 – TO Change Management</b></p>
<p>A) Is there a written change management procedure applicable to this TO?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>
<p>B) Does the change management procedure include the following?    Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off  Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)  Yes <input type="checkbox"/> No <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?  Yes <input type="checkbox"/> No <input type="checkbox"/>  (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>
<p>D) Is the change management procedure being followed?  Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>

SUBMIT AS INSTRUCTED IN TORFP.

**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 and Date: \_\_\_\_\_

**ATTACHMENT 14 MERCURY AFFIDAVIT**

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) and the duly authorized representative of \_\_\_\_\_ (Business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

**OR**

The product(s) offered do contain mercury.

- (1) Describe the product or product component that contains mercury.
- (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland;

(3) other states; and

(4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

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.

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

Print Name: \_\_\_\_\_  
Authorized Representative and Affiant

**ATTACHMENT 15 STATE OF MARYLAND  
VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.



**ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN**

**Authority:** State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

**List:** The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

*The Investment Activities in Iran list is located at: [www.bpw.state.md.us](http://www.bpw.state.md.us)*

**Rule:** A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

*NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.*

**CERTIFICATION REGARDING INVESTMENTS IN IRAN**

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.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

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

Signature of Authorized Representative: \_\_\_\_\_

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

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

Witness Signature and Date: \_\_\_\_\_

**ATTACHMENT 17 SAMPLE WORK ORDER**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 18 PERFORMANCE EVALUATION FORM**

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) \_\_\_\_\_ and the duly authorized representative of \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A

I hereby affirm that the \_\_\_\_\_ (Master Contractor) \_\_\_\_\_ has provided \_\_\_\_\_ (Agency) \_\_\_\_\_ with a summary of the security clearance results for all of the candidates that will be working on Task Order \_\_\_\_\_ (Title and Number) \_\_\_\_\_ and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

\_\_\_\_\_  
Master Contractor

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Submit within 45 Days of NTP**

**ATTACHMENT 20 LIST OF OUT-OF-WARRANTY EQUIPMENT**

<b>Description</b>	<b>Manufacturer</b>	<b>Class/Model</b>
Laptop	DELL	780
Laptop	DELL	D800
Laptop	DELL	D810
Laptop	DELL	D820
Laptop	DELL	D830
Laptop	DELL	E5500
Laptop	DELL	E5530
Laptop	DELL	E6250
Laptop	DELL	E6420
Laptop	DELL	E6520
Laptop	DELL	M60
Laptop	DELL	M6600
Laptop	DELL	XPS 13
Laptop	IBM	1869-CSU
Laptop	IBM	2626-DOU
Laptop	IBM	2652-D4U
Laptop	Panasonic	CF-29
Laptop	Panasonic	CF-30
Laptop	Panasonic	CF-31
Laptop	Sony	VA1OSZ780N8
Laptop	Sony	VPCSA290X
Printer	DELL	4100
Printer	DELL	3330DN
Printer	Epson	8500
Printer	Fujitsu	5220C
Printer	HP	1100
Printer	HP	1200
Printer	HP	2015
Printer	HP	2100
Printer	HP	2420
Printer	HP	1120C
Printer	HP	1220CXI
Printer	HP	2000DN
Printer	HP	2015DN
Printer	HP	2100M
Printer	HP	2100TN
Printer	HP	2200DN
Printer	HP	2300DN
Printer	HP	2320DTN
Printer	HP	2420DN
Printer	HP	2430DTN
Printer	HP	2600N
Printer	HP	3005DN
Printer	HP	4000TN
Printer	HP	4050TN

Printer	HP	4100TN
Printer	HP	4200N
Printer	HP	4200TN
Printer	HP	4250DTN
Printer	HP	4515X
Printer	HP	4600DN
Printer	HP	5000N
Printer	HP	5500DN
Printer	HP	8550N
Printer	HP	CP6015DN
Printer	HP	Jet Direct 300 X
Printer	HP	LaserJet 2420
Printer	HP	LaserJet 2600N
Printer	HP	LaserJet 3005
Printer	HP	LaserJet 3525N
Printer	HP	LaserJet 5N
Printer	HP	LaserJet 5SI
Printer	HP	LaserJet 5SI-NX
Printer	HP	LaserJet 800
Printer	HP	LaserJet P3005DN
Printer	HP	LazerJet 5N
Printer	HP	M602DN
Printer	HP	P2015
Printer	HP	P3005
Printer	HP	P3005DN
Printer	HP	P3005X
Printer	HP	p4014N
Printer	HP	p4015TN
Printer	HP	Photosmart 1218
Printer	IBM	1767
Printer	IBM	4600N
Printer	IBM	6331-B2N
Printer	IBM	6400-12S
Printer	IBM	6400-I2S
Printer	Kodak	I1320
Printer	Lexmark	644DTN
Printer	Lexmark	T644
Printer	Lexmark	T644DTN
Printer	SMART	SU1000N
Printer	Tektronix	Z350
Printer	Xerox	495
Scanner	Fujitsu	4340
Scanner	Fujitsu	7180
Scanner	Fujitsu	3097DG
Scanner	Fujitsu	4110CU
Scanner	Fujitsu	F14120C2
Scanner	Fujitsu	FI4120C2
Scanner	Fujitsu	FI4120C2

Scanner	Fujitsu	FI4220C2
Scanner	Fujitsu	FI4340C
Scanner	Fujitsu	FI5110C
Scanner	Fujitsu	FI5120C
Scanner	Fujitsu	FI6130
Scanner	Fujitsu	M3091DC
Scanner	Fujitsu	M3093GX
Scanner	Fujitsu	M3097D
Scanner	HP	3300C
Scanner	HP	4700DN
Scanner	Kodak	3520DP
Scanner	Kodak	I1320
Scanner	Kodak	I2400
Scanner	Kodak	I260
Scanner	Kodak	I2800
Scanner	Kodak	I2900
Scanner	Kodak	I4600
Scanner	Kodak	I610
Scanner	RDM	6053FK
Scanner	Scan-Optics	SO SERIES
System Unit	DELL	745
System Unit	DELL	755
System Unit	DELL	780
System Unit	DELL	790
System Unit	DELL	9010
System Unit	DELL	9020
System Unit	DELL	1704FPT
System Unit	DELL	1908FP
System Unit	DELL	3174-01L
System Unit	DELL	7014-T42
System Unit	DELL	790SFF
System Unit	DELL	D830
System Unit	DELL	GX270
System Unit	DELL	GX280
System Unit	DELL	GX620
System Unit	DELL	GX745
System Unit	DELL	GX755
System Unit	DELL	GX790
System Unit	DELL	OPTIPLEX 745
System Unit	DELL	T5600
System Unit	DELL	V1528UBP
System Unit	IBM	745
System Unit	IBM	1869-CSU
System Unit	IBM	3581-L23
System Unit	IBM	6218-55U
System Unit	IBM	6219-32U
System Unit	IBM	6225-23U
System Unit	IBM	6229-LCU

System Unit	IBM	6230-56U
System Unit	IBM	6320-56U
System Unit	IBM	6561-60U
System Unit	IBM	6579-RAU
System Unit	IBM	6833-73U
System Unit	IBM	6849-12U
System Unit	IBM	6849-41U
System Unit	IBM	6893-56U
System Unit	IBM	9021/952 TO 972
System Unit	OPTIPLEX	790-SFF

**ATTACHMENT 21 LIST OF OFFICES AND ADDRESS WITH GEOGRAPHIC PARAMETERS**

**SERVICE AREA "A"**

<b>ADDRESS</b>	<b>DIVISION/OFFICE</b>	<b>CONTACT</b>
80 Calvert Street Annapolis, MD 21401	Administration and Finance Office Attorney General's Office Bureau of Revenue Estimates Compliance Division Field Enforcement Division General Accounting Division Internal Audit Unit Office of the Comptroller Office of Communications Office of Human Resources	Larry Garrison 410-260-7865
108 Carroll Street Annapolis, MD 21404	Central Payroll Bureau Information Technology Division	Larry Garrison 410-260-7865
110 Carroll Street Annapolis, MD 21404	Compliance Division Revenue Administration Division	Larry Garrison 410-260-7865
301 West Preston Street Baltimore, MD 21201	Compliance Division Information Technology Division Office of the Comptroller Revenue Administration Division	Larry Garrison 410-260-7865
7275-B Waterloo Road Jessup, MD 20794-9579	Field Enforcement Division	Larry Garrison 410-260-7865
Treetops Building 8181 Professional Place, Suite 101 Landover, MD 20785	Revenue Administration Division	Larry Garrison 410-260-7865
Hampton Plaza 300 E. Joppa Road, Suite Plaza Level 1A Towson, MD 21286	Revenue Administration Division	Larry Garrison 410-260-7865
14735 Main Street, Room 083B Upper Marlboro, MD 20772	Revenue Administration Division	Larry Garrison 410-260-7865
11002 Veirs Mill Road, Suite 408 Wheaton, MD 20902	Revenue Administration Division	Larry Garrison 410-260-7865
Circuit Court House 7 Church Circle Annapolis, MD 21401	Anne Arundel County Register of Wills	Lauren M. Parker 410-222-1430 800-679-6665
111 N. Calvert Street Baltimore, MD 21202	Baltimore City Register of Wills	Belinda Conaway 410-752-5131 888-876-0035
County Courts Building MS 3507 401 Bosley Ave. Towson, MD 21204	Baltimore County Register of Wills	Grace G. Connolly 410-887-6685 888-642-5387
Courthouse 8360 Court Ave. Ellicott City, MD 21043	Howard County Register of Wills	Byron E. Macfarlane 410-313-2133 888-848-0136
Judicial Center 50 Maryland Avenue, Room 322	Montgomery County Register of Wills	Joseph M. Griffin 240-777-9600



Rockville, MD 20850		888-892-2180
Prince George's County 14735 Main Street, Room D4001 Upper Marlboro, MD 20772	Prince George's County Register of Wills	Cereta A. Lee 301-952-3250 888-464-4219

**SERVICE AREA "B"**

<b>ADDRESS</b>	<b>DIVISION/OFFICE</b>	<b>CONTACT</b>
Upper Chesapeake Corporate Center 103 Chesapeake Blvd, Suite D Elkton, MD 21921-6313	Revenue Administration Division	Larry Garrison 410-260-7865
Courthouse/Multiservice Center 100 W. Patrick St. Room 2110 Frederick, MD 21701-5646	Revenue Administration Division	Larry Garrison 410-260-7865
1036 Saint Nicholas Drive, Suite 202 Waldorf, MD 20603	Revenue Administration Division	Larry Garrison 410-260-7865
Courthouse 175 Main Street Prince Frederick, MD 20678	Calvert County Register of Wills	Margaret H. Phipps 410-535-0121 888-374-0015
Courthouse 109 Market Street, Room 119 Denton, MD 21629	Caroline County: Register of Wills	James L. Phelps 410-479-0717 888-786-0019
55 North Court Street, Room 124 Westminster, MD 21157	Carroll County Register of Wills	Paul G. Zimmermann 410-848-2586 888-876-0034
Courthouse 129 E. Main Street, Suite 102 Elkton, MD 21922	Cecil County Register of Wills	Allyn Price Nickle 410-996-5330 888-398-0301
Courthouse 11 Washington Avenue LaPlata, MD 20646	Charles County Register of Wills	Loraine D. Hennessy 301-932-3345 888-256-0054
Courthouse 206 High Street Cambridge, MD 21613	Dorchester County Register of Wills	Doris K. Lewis 410-228-4181 888-242-6257
Courthouse 100 West Patrick Street Frederick, MD 21701	Frederick County Register of Wills	Sharon Keller 301-600-6565 888-258-0526
Courthouse, Rm 304 20 W. Courtland Street Bel Air, MD 21014	Harford County Register of Wills	Derek Hopkins 410-638-3275 888-258-0525
Courthouse 103 N. Cross Street Chestertown, MD 21620	Kent County Register of Wills	Nancy Lee Jewell 410-778-7465 888-778-0179
107 North Liberty Street, Suite 220 Centreville MD 21617	Queen Anne's County Register of Wills	Winsie A. Cannon 410-758-0585 888-758-0010
41605 Court House Drive Leonardtown, MD 20650	St. Mary's County Register of Wills	Lois A. Duke 301-475-5566

Preferred Mail Address: PO Box 602 Leonardtown, MD 20650		888-475-4821
Courthouse 11 N. Washington Street Easton, MD 21601 Preferred Mail Address: PO Box 816 Easton, MD 21601	Talbot County Register of Wills	Patricia E. Campen 410-770-6700 888-822-0039

**SERVICE AREA "C"**

<b>ADDRESS</b>	<b>DIVISION/OFFICE</b>	<b>CONTACT</b>
2 Pershing Street, Room 101 Cumberland, MD 21502	Revenue Administration Division	Larry Garrison 410-260-7865
Professional Arts Bldg. One South Potomac Street Hagerstown, MD 21740-5512	Revenue Administration Division	Larry Garrison 410-260-7865
1306 S Salisbury Blvd, Suite 182 Salisbury, MD 21801	Revenue Administration Division	Larry Garrison 410-260-7865
James S. Getty Annex 59 Prospect Square Cumberland, MD 21502	Allegany County Register of Wills	Rebecca D. Drew 301-724-3760 888-724-0148
313 East Alder Street, Rm 103 Oakland, MD 21550	Garrett County Register of Wills	Rita Watson 301-334-1999 888-334-2203
Courthouse 30512 Prince William Street Princess Anne, MD 21853	Somerset County Register of Wills	Keith B. Ward 410-651-1696 888-758-0039
Courthouse 24 Summit Avenue, Room 213 Hagerstown, MD 21740	Washington County Register of Wills	Jason A. Malott 301-739-3612 888-739-0013
Courthouse 101 North Division Street, Room 102 Salisbury, MD 21801	Wicomico County Register of Wills	Karen A. Lemon 410-543-6635 888-786-0018
Courthouse, One West Market Street Rm 102 Snow Hill, MD 21863-1074	Worcester County: Register of Wills	Charlotte K. Cathell 410-632-1529 888-256-0047

**ATTACHMENT 22 SAMPLE OF HISTORICAL SERVICE DATA**

<b>Ticket Number Dates</b>	<b>City Location</b>	<b>Equip Type</b>	<b>Make</b>	<b>Model</b>	<b>Problem</b>	<b>Date Of Resolution</b>
5/1/2009	Annapolis	Printer	HP	2200DN	Problem with manual feed try	5/5/2009
5/6/2009	Annapolis	Printer	HP	5N	Noise	5/8/2009
5/7/2009	Annapolis	Printer	HP	2015	Bad formatter board	5/13/2009
5/7/2009	Annapolis	Printer	HP	2430DTN	displays mntc required	5/9/2009
5/7/2009	Cumberland	Printer	HP	4100TN	maintenance	5/11/2009
5/7/2009	Cumberland	Printer	HP	LJ 5N	Needs service	5/11/2009
5/8/2009	Baltimore	Printer	HP	4200TN	Network card not working	5/12/2009
5/12/2009	Jessup	Computer	Kayak	XA6/233	hard drive	5/14/2009
5/18/2009	Upper Marlboro	Printer	HP	4050TN	NIC Card	5/19/2009
5/18/2009	Annapolis	Printer	HP	8550N	Handle broken	5/21/2009
5/20/2009	Baltimore	Printer	HP	2015	Noise	5/22/2009
5/26/2009	Upper Marlboro	Printer	HP	LJ 4100TN	PM printer	5/28/2009
6/3/2009	Baltimore	Printer	HP	LJ 4000TN	Paper Jams	6/4/2009
6/4/2009	Rockville	Printer	HP	LJ 5N	Grinding Noise	6/4/2009
6/5/2009	Annapolis	Printer	HP	LJ 2420DN	Jamming	6/9/2009
6/9/2009	Annapolis	Printer	HP	4600DN	Not calibrating	6/10/2009
6/9/2009	Annapolis	Printer	HP	P3005DN	Freezing up	6/10/2009
6/10/2009	Towson	Scanner	Fujitsu	4340C	Won't feed	6/12/2009
6/10/2009	Towson	Printer	HP	LJ 4050TN	Grinding Noise	6/12/2009
6/12/2009	Rockville	Printer	HP	4250N	Loud clicking noise	6/15/2009
6/15/2009	Baltimore	Printer	HP	LJ 4000TN	Envelopes sealing themselves	6/16/2009
6/15/2009	Rockville	Printer	HP	4200TN	Network card has no power	6/16/2009
6/15/2009	Rockville	Printer	HP	4250TN	Needs fuser and swing arm assm	6/18/2009
6/15/2009	Upper Marlboro	Printer	HP	LJ 5N	Paper Jams	6/16/2009
6/16/2009	Baltimore	Printer	HP	LJ 2200DN	Not printing	6/16/2009
6/18/2009	Baltimore	Printer	HP	LJ 2200DN	Squeaking noise	6/19/2009
6/19/2009	Baltimore	Printer	HP	LJ 1200	Eating paper	7/1/2009
6/22/2009	Landover	Printer	HP	2015	Motherboard is bad	6/23/2009
6/22/2009	Annapolis	Printer	HP	4200TN	Not printing consistently	6/30/2009
6/23/2009	Rockville	Printer	Intermac	7422 Label Printer	Labels are light and smudged	6/29/2009
6/26/2009	Annapolis	Printer	HP	LJ 2015	Needs formatter board	7/1/2009
6/26/2009	Annapolis	Printer	HP	LJ 2015	Needs formatter board	7/1/2009
6/26/2009	Baltimore	Printer	HP	LJ 2200DN	Squeaking	6/30/2009
6/30/2009	Baltimore	Printer	HP	LJ 3005DN	Jamming	7/6/2009
7/6/2009	Oakland	Printer	HP	P4015TN	Jams	7/9/2009
7/7/2009	Annapolis	Scanner	Kodak	I260	Noisy	7/21/2009
7/7/2009	Baltimore	Printer	HP	LJ 3005DN	Won't print	7/10/2009
7/8/2009	Baltimore	Printer	HP	LJ 4000TN	Wrinkles paper	7/10/2009
7/8/2009	Annapolis	Printer	HP	4200TN	EIO card error	7/8/2009

7/9/2009	Annapolis	Printer	HP	LJ 4200	not working properly	7/15/2009
7/9/2009	Baltimore	Printer	Intermac	C4	Not printing	7/10/2009
7/15/2009	Baltimore	Printer	HP	LJ 3005DN	Problems with rollers	7/15/2009
7/15/2009	Elkton	Printer	HP	LJ 4100TN	Unable to print	7/16/2009
7/16/2009	Baltimore	Printer	HP	LJ 2420DN	Grinding noise	7/20/2009
7/24/2009	Annapolis	Printer	HP	2420DN	Printing garbage	7/27/2009
7/27/2009	Rockville	Printer	Intermac	7422 Label Printer	Rollers not making contact	7/28/2009
7/29/2009	Baltimore	Printer	HP	4200TN	Printer mntc	7/29/2009
8/3/2009	Annapolis	Scanner	Kodak	I260	Needs roller replacements	8/13/2009
8/3/2009	Annapolis	Scanner	Kodak	I260	Rollers need to be replaced	8/13/2009
8/3/2009	Annapolis	Scanner	Kodak	I260	Rollers need to be replaced	8/13/2009
8/3/2009	Baltimore	Printer	HP	2100TN	Jamming	8/4/2009
8/6/2009	Annapolis	Printer	HP	2100TN	Grabbing several sheets	8/10/2009
8/6/2009	Snow Hill	Printer	HP	4200TN	Needs service	8/11/2009
8/6/2009	Snow Hill	Printer	HP	4200TN	Smudging	8/11/2009
8/6/2009	Snow Hill	Printer	HP	4200TN	Smudging	8/11/2009
8/6/2009	Snow Hill	Printer	HP	4200TN	Smudging	8/11/2009
8/10/2009	Annapolis	Printer	HP	4050TN	Jamming	8/12/2009
8/11/2009	Westminster	Printer	HP	P2015TN	Won't power up	8/14/2009
8/13/2009	Annapolis	Printer	HP	2420DN	Won't connect to network	8/18/2009
8/13/2009	Baltimore	Printer	HP	4250	Lines on paper	8/17/2009
8/13/2009	Baltimore	Computer	Dell	D820	Bad Motherboard	9/15/2009
8/14/2009	Baltimore	Printer	HP	4000TN	Loud noise when printing	8/20/2009
8/18/2009	Upper Marlboro	Printer	HP	4050TN	Jamming	8/19/2009
8/18/2009	Towson	Printer	HP	4550N	Error Message 52.01	8/19/2009
8/19/2009	Baltimore	Printer	HP	4000TN	Jamming	8/20/2009
8/20/2009	Baltimore	Printer	Intermac	C4	Spitting out blank labels	8/20/2009
8/28/2009	Annapolis	Printer	HP	Laserjet 2200DN	not printing	9/1/2009
9/1/2009	Annapolis	Printer	HP	Laserjet 2015	Jamming	9/2/2009
9/1/2009	Annapolis	Printer	HP	Laserjet 2430TN	Needs mntc kit	9/3/2009
9/2/2009	Annapolis	Printer	HP	Laserjet 3005DN	Misfeeding	9/3/2009
9/2/2009	Baltimore	Printer	HP	Laserjet 4015TN	False paper jams	9/3/2009
9/3/2009	Baltimore	Printer	HP	Laserjet 2100TN	Says out of paper	9/8/2009
9/8/2009	Annapolis	Printer	HP	Laserjet 2420DN	Grinding Noise	9/11/2009
9/8/2009	Annapolis	Printer	HP	Laserjet 3005DN	Won't boot	9/16/2009
9/11/2009	Baltimore	Printer	HP	Laserjet 2100TN	Makes noise when printing	9/15/2009
9/11/2009	Easton	Printer	HP	Laserjet 5N	Fuser error	9/14/2009
9/15/2009	Annapolis	Computer	Dell	GX280	Needs video card	9/24/2009
9/16/2009	Upper	Printer	HP	Laserjet	error Code 82.1080	9/16/2009

	Marlboro			4050TN		
10/30/2009	Baltimore	Printer	HP	Laserjet 3005DN	Will not print	11/6/2009
11/2/2009	Frederick	Printer	HP	4050TN	Printing shadows	11/4/2009
11/2/2009	Upper Marlboro	Printer	HP	4050TN	Error 82.0180e102	11/2/2009
11/2/2009	Frederick	Printer	HP	8100N	Wrinkling pages and noisy	11/4/2009
11/4/2009	Baltimore	Printer	Epson	DFX 8500	No power	11/16/2009
11/4/2009	Annapolis	Printer	HP	Laserjet P3005DN	won't come out of sleep mode	11/12/2009
11/19/2009	Baltimore	Printer	HP	Laserjet 2100	Jamming	11/19/2009
11/23/2009	New Carrollton	Printer	HP	Laserjet 3005DN	Manual feed door won't close	11/23/2009
11/23/2009	Baltimore	Printer	HP	Laserjet P4015	Not printing envelopes	11/24/2009
12/8/2009	Baltimore	Printer	HP	Laserjet 4200	No network Connectivity	12/10/2009
12/08/2009	Baltimore	Printer	HP	4015	Not holding setting	12/10/2009
12/9/2009	Denton	Printer	HP	Laserjet 4250TN	Black Marks on top of page	12/11/2009
12/10/2009	Annapolis	Printer	HP	Laserjet 4250TN	Black Smudges	12/11/2009
12/10/2009	Annapolis	Printer	IBM	6400	Getting error message	12/11/2009
12/14/2009	Salisbury	Printer	HP	Laserjet 4100TN	Jet Direct Card Failed	12/16/2009
12/15/2009	Annapolis	Printer	HP	Laserjet 4050TN	Jamming	12/7/2009
12/15/2009	Annapolis	Printer	HP	P2015	Formatter Board Failure	12/16/2009
12/16/2009	Baltimore	Printer	Epson	DFX 8500	Printhead Issue	12/18/2009
12/20/2009	Annapolis	Printer	HP	2420DN	Dirty Fuser roller	12/22/2009
12/20/2009	Annapolis	Printer	HP	Laserjet 2015	Formatter Board needs to be replaced	12/22/2009
12/21/2009	Annapolis	Printer	HP	2420DN	Printing Light - needs rollers	12/23/2009
12/27/2009	Annapolis	Printer	HP	Laserjet 2100TN	Smudging	12/28/2009
12/30/2009	Annapolis	Printer	HP	LJ 2430DTN	Printer Mntc required	12/30/2009
1/5/2010	Towson	Printer	HP	LJ 4050TN	Smudges	1/7/2010
1/5/2010	Baltimore	Printer	HP	4700	Smudges	1/7/2010
1/5/2010	Towson	Printer	HP	4050TN	Paper feed problem	1/11/2010
1/6/2010	Towson	Printer	HP	4250TN	Smudges	1/6/2010
1/8/2010	Upper Marlboro	Printer	HP	3005DN	DIM Error	1/15/2010
1/8/2010	Annapolis	Printer	HP	2015	Dead formatter board	1/14/2010
1/12/2010	Annapolis	Printer	HP	1020	Smudges	1/14/2010
1/12/2010	Elkton	Printer	HP	4100TN	Marks on paper	1/14/2010
1/12/2010	Elkton	Printer	HP	4550N	Jamming	1/14/2010
1/12/2010	Baltimore	Printer	HP	4250DTN	Nic card not working	2/19/2010
1/12/2010	Baltimore	Computer	Dell	810	shuts down	2/19/2010
1/13/2010	Rockville	Printer	HP	4015TN	Crinkling paper	1/25/2010
1/29/2010	Annapolis	Printer	HP	P2015	Needs formatter board	2/3/2010

2/2/2010	Annapolis	Printer	HP	LJ 2420	Jamming	2/3/2010
2/2/2010	Towson	Printer	HP	LJ 4050TN	Black Lines on printout	2/2/2010
2/2/2010	Towson	Printer	HP	LJ 4100TN	Needs Fuser	2/2/2010
2/2/2010	Annapolis	Printer	HP	LJ 4200	Jamming	2/2/2010
2/3/2010	Annapolis	Computer	Dell	GX270	Needs diags	2/17/2010
2/4/2010	Elkton	Printer	HP	LJ 2015	Error 79	2/16/2010
2/15/2010	Annapolis	Printer	HP	LJ 2015	Needs motherboard	2/22/2010
2/16/2010	Annapolis	Printer	HP	LJ 3005DN	Error Message 49.4C02	2/22/2010
2/17/2010	Annapolis	Computer	Dell	GX	Clicking sound, no video	3/4/2010
2/17/2010	Annapolis	Computer	Dell	GX270	Clicking sound, no video	2/26/2010
2/17/2010	Annapolis	Computer	Dell	GX270	Clicking sound, no video	2/23/2010
2/18/2010	Annapolis	Tape Drive	IBM	2086	Drive 963 FSC BOAC	2/19/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/23/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/22/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/23/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/23/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/23/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/22/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/23/2010
2/18/2010	Annapolis	Printer	HP	LJ 4200N	Replace rollers	2/22/2010
2/18/2010	Annapolis	Printer	HP	4200N	Replace rollers	2/26/2010
2/18/2010	Annapolis	Printer	HP	4100TN	Paper Jam	2/22/2010
2/19/2010	Annapolis	Printer	HP	LJ 4200	Needs rollers replaced	2/23/2010
2/22/2010	Baltimore	Printer	HP	3005DN	Jamming	3/17/2010
2/22/2010	Annapolis	Printer	HP	LJ 4200N	Needs rollers replaced	2/22/2010
2/22/2010	Annapolis	Computer	Dell	GX280	Won't boot	2/23/2010
2/25/2010	Annapolis	Printer	HP	LJ 2100	Jamming	2/26/2010
2/25/2010	Baltimore	Printer	HP	LJ 2600N	Ghosting images	3/5/2010
3/2/2010	Annapolis	Printer	HP	LJ 2015	Bad formatter board	3/4/2010
3/2/2010	Baltimore	Printer	HP	LJ 2300	Needs jet direct card	3/3/2010
3/2/2010	Baltimore	Printer	HP	LJ 3005DN	Will not complete power up	3/5/2010
3/8/2010	Annapolis	Printer	HP	LJ 2100TN	Not feeding	3/11/2010
3/9/2010	Baltimore	Printer	HP	LJ 4000tN	Jamming	3/9/2010
3/9/2010	Baltimore	Printer	HP	LJ 4000TN	Loud Noise	3/9/2010
3/10/2010	Annapolis	Printer	HP		Jamming	3/11/2010
3/10/2010	Annapolis	Computer	IBM	6218	May need a system board	3/11/2010
3/11/2010	Annapolis	Printer	HP	LJ 5N	Grinding Noise	3/12/2010
3/12/2010	Annapolis	Computer	IBM	6218	Will not power up or boot	3/25/2010
3/16/2010	Baltimore	Printer	HP	P3005DN	Not printing, memory error	3/23/2010
3/18/2010	Annapolis	Printer	HP	2200DN	Needs cleaning	3/24/2010
3/22/2010	Annapolis	Printer	HP	LJ 4050	Streaks	3/24/2010
3/25/2010	Baltimore	Printer	HP	4000TN	Criknling paper and jamming	3/26/2010
3/25/2010	Towson	Printer	HP	4050TN	Black Streaks on pages	3/26/2010
4/1/2010	Annapolis	Printer	HP	4100TN	Jam	4/2/2010
4/6/2010	Annapolis	Printer	HP	4250DTN	Needs mntc kit	4/8/2010
4/12/2010	Baltimore	Printer	HP	Laserjet	Paper Jam	4/13/2010

				4000TN		
4/13/2010	Annapolis	Printer	HP	LJ 2015	possibly needs new formatter	4/16/2010
4/13/2010	Baltimore	Printer	HP	LJ 2100	Pulling multiple sheets	4/13/2010
4/13/2010	Baltimore	Printer	HP	LJ 2100TN	Pulling multiple sheets	4/15/2010
4/14/2010	Annapolis	Printer	HP	LJ 4000TN	Replace rollers in tray 2	4/21/2010
4/15/2010	Upper Marlboro	Printer	HP	4250TN	Toner streaking	4/21/2010
4/20/2010	Baltimore	Printer	HP	P3005DN	Memory Error	4/27/2010
4/22/2010	Annapolis	Printer	HP	2430TN	Needs maintenance	4/27/2010
4/27/2010	Prince Frederick	Scanner	Fujitsu	4340C	ADF jamming	4/29/2010
4/27/2010	Salisbury	Printer	HP	LJ 4100TN	EIO Error	4/28/2010
4/28/2010	Annapolis	Printer	HP	4200	Error 13.20.00	4/29/2010
*NOTE: ITEMS HIGHLIGHTED IN YELLOW ARE NO LONGER SUBJECT TO SERVICE.						

## ATTACHMENT 23 CONFIDENTIALITY OF IRS AND STATE TAX INFORMATION

- A. In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
  - (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
  - (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - (4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS or State data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - (5) Any spoilage of any intermediate hard copy printout that may result during the processing of IRS or State data will be given to the State or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - (6) All computer systems processing, storing, or transmitting Federal or State tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal or State tax information.
  - (7) No work involving Federal or State tax information furnished under this contract will be subcontracted without prior written approval of the State.
  - (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.
  - (9) The State will have the right to void the contract if the Contractor fails to provide the safeguards described above.
- B. Criminal/Civil Sanctions:
- (1) Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent



unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CRS301.6103(n)-1. State penalties may also be prescribed.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

C. Inspection:

The IRS and the State shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

**IN WITNESS WHEREOF**, the parties have executed the within Agreement on the day and year first above written.

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

\_\_\_\_\_  
**Officer Name (Print)**

**BY OFFICER** \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Date)**

**STATE OF MARYLAND  
COMPTROLLER OF MARYLAND  
OFFICE OF THE COMPTROLLER**

**BY** \_\_\_\_\_

\_\_\_\_\_  
**(Date)**