

**Request for Resume (RFR)
CATS+ Master Contract
All Master Contract Provisions Apply**

Section 1 – General Information			
RFR Number: (Reference BPO Number)	J00B5400014		
Functional Area (Enter One Only)	Functional Area 11 – Business Process Consulting Services		
Labor Category/s			
<i>A single support staff or support groups of up to five members may be engaged for up to six months without renewal options. Awards for Major IT Development Project (MITDP)/Program Manager/Deputy PMs may have tenure of one base year with up to two optional years, or through the end of the project within the Master Contract term. An RFR is limited to only labor categories defined in the CATS+ RFP.</i>			
<i>Enter the labor category/s to be provided:</i>			
Business Process Consultant (Senior)			
Anticipated Start Date	<i>TBD</i>		
Duration of Assignment	<i>Not To Exceed Six (6) Months</i>		
Designated Small Business Reserve?(SBR): (Enter “Yes” or “No”)	Yes		
MBE Goal, if applicable			0%
Issue Date: mm/dd/yyyy	<i>12/10/14</i>	Due Date: mm/dd/yyyy	<i>01/23/15</i>
		Time (EST): 00:00 am/pm	<i>2:00 PM EST</i>
Place of Performance:	<i>Motor Vehicle Administration – Office of Planning and Capital Programs 6601 Ritchie Highway, NE Glen Burnie, MD 21062</i>		
Special Instructions: (e.g. interview information, attachments, etc.)	In-person interviews will be conducted by a panel using a standardized set of interview questions for all candidates. Telephonic interviews will not be considered.		
Security Requirements (if applicable):	Selected personnel must pass background checks prior to commencement of work and obtain a state ID badge.		
Special Invoicing Instructions:	Send to Motor Vehicle Administration, Attention Accounts Payable, 6601 Ritchie Highway, N.E., Room 220, Glen Burnie, MD 21062		
Section 2 – Agency Procurement Officer (PO) Information			
Agency / Division Name:	<i>Maryland Motor Vehicle Administration – Office of Information Resources / Office of Planning and Capital Programs (OCPC)</i>		
Agency PO Name:	<i>Trisha O’Neal</i>	Agency PO Phone Number:	<i>410-865-1386</i>

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Agency PO Email Address:	<i>toneal@mdot.state.md.us</i>	Agency PO Fax:	<i>410-865-1388</i>
Agency PO Mailing Address:	<i>7201 Corporate Center Drive Hanover MD 21076</i>		

Section 3 – Scope of Work

Agency / Project Background

The Motor Vehicle Administration is responsible for licensing drivers, registering and titling vehicles, and administering motorcycle safety, automobile insurance and driver safety programs. In addition, the MVA regulates vehicle sales through a dealer, salesman, and manufacturing licensing program and manages Vehicle Emissions Inspection Program (VEIP) and School Bus Inspection programs. MVA has facilities located statewide to include: 18 Full Service Offices, 1 newly renovated Limited Full Service Office, 3 Express Offices, 2 Part-time Satellite Offices in Oakland and Prince Frederick, 2 Mobile Offices (Buses), 18 VEIP Testing Stations, 18 Motor Cycle Training Centers, and 12 County or Municipal Offices. In addition, the MVA has 51 kiosks in branches and 1 for testing.

The MVA Office of Information Resources (OIR), Planning and Capital Programs (OPCP) recognizes that in order for the agency to function at maximum capacity with increased work demands, business process reengineering will be necessary to look at business and operational functions to determine the best process and system by which their work can be completed. The objective of this RFR is to acquire the services of a staff person who will work with OIR/OPCP staff at their Headquarters Complex (6601 Ritchie Highway, Glen Burnie, Maryland) to develop a scope of work for the CATS+ Task Order Request For Proposal (TORFP) for Business Process Reengineering (BPR) efforts at the MVA which will provide an opportunity to determine how the different business functions of the organization work together in the most effective way. To function together better as an agency, it is important to consider all possible elements and streamline business processes and the development, implementation and support of process improvements to eliminate redundancy; increase productivity and reduce cost.

Job Description/s

Labor Category/s (From Section 1 Above)	Duties / Responsibilities
1. <i>Business Process Consultant (Senior)</i>	<p>Develop a comprehensive understanding of the MVA business processes and works with other areas across the business units to support a total solutions approach; Develop business requirements and business process reengineering methodologies; Solve applications and process related problems by creating detail process and system design specifications; Prepare and maintain a BPR Plan including schedule and cost estimates for BPR tasks; Establish BPR project measures of effectiveness and efficiency performance measures; Draft ready to publish BPR Request for Proposal (RFP) to include detailed deliverables; Communicate business requirements for reports and applications development; Report on the management and technical status, plans, and problems associated with the BPR RFP; Provide technical knowledge to BPR tasks; Provide liaison between the MVA-OPCP staff and Procurement personnel; Facilitates collaboration within and across business units and across IT functions; Resolves problems and improves business units' technical environments; Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer; Will be under the supervision of OPCP Manager, Strategic Program Manager and/or may work independently.</p> <p>The TO Contractor's Business Process Consultant (Senior) working hours shall be 8:00AM until 4:30PM, Monday through Friday. Required attendance at meetings etc.,</p>

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	<p>may require a start prior earlier than 8:00 AM or later than 4:30 PM. Advance notice will be provided.</p> <p>During the course of the contract resulting from this RFR, communications of all types (written, verbal and informal and formal) and interactions within the external to the MVA shall be conducted with the utmost discretion. Based on the confidentiality inherent with the types of work assignments this RFR requires that the TO Contractor acknowledge its understanding of this requirement and its agreement that should a breach of confidentiality occur either directly or indirectly, it is the TO Contractor’s responsibility to inform the Procurement Officer as soon as it becomes aware of the breach. Based on severity and circumstances, the breach may be breach may be addressed through the pursuance of contractual remedies up to and including termination of the contract.</p> <p>The TO Contractor and resources shall be precluded from development, implementation, or hosting projects for the MVA that result from the TO Contractor’s activities under this RFR. The TO Contractor shall be precluded both prime and as a subcontractor.</p> <p>In addition, certain other opportunities may result in a conflict of interest, and it shall be the responsibility of the TO Contractor to assure that no member of its staff engages in additional business development activities related to the MVA without first consulting with the agency and obtaining a formal opinion so as to avoid any potential conflict of interest. Should the TO Project Manager learn that the resource has failed these guidelines, the resource shall be immediately dismissed from the engagement.</p> <p>THE CANDIDATE MUST ALSO: Work independently or under general direction</p>
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Minimum Qualifications

For minimum qualifications, see the labor category description in the CATS+ RFP for the subject RFR labor category. In addition, qualified candidates must meet the minimum qualifications specified below. **Candidates that do not meet minimum qualifications will be deemed not reasonably susceptible for award and will not progress to full evaluation.**

Labor Category/s (From Section 1 Above)	Minimum Qualifications
1. <i>Business Process Consultant (Senior)</i>	<p>Education: Bachelor’s Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.</p> <p>General Experience: At least eight (8) years of experience in business process re-engineering.</p> <p>Specialized Experience: At least five (5) years of experience in reengineering large scale business processes.</p>

Preferred Qualifications

The additional Experience/Knowledge/Skills listed below are preferred by the State.

1. <i>Business Process Consultant (Senior)</i>	<p>Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. Master’s Degree or project management certification is preferred.</p>
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General Experience: At least ten (10) years of experience. Applies and develops process improvement and reengineering methodologies and principles to conduct process modernization contracts. Responsible for effective transitioning of existing contract teams and the facilitation of project teams in the accomplishment of project activities and objectives. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. Demonstrates excellent writing and oral communications skills.

Specialized Experience: At least eight (8) years of experience. Experience with drafting and developing Request for Proposals (RFP) to include resources needed, evaluation criteria, detailed deliverables and schedules. Methodology development and evaluation, process reengineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, or information system development methods and practices. Provides daily supervision and direction to Business Process Reengineering Specialists. Demonstrates a leadership role in at least three successful projects that were delivered on time and on budget.

Section 4 - Required Submissions

NOTE:

- Master Contractors may propose only one candidate for each position requested.
- Master Contractors electing not to propose in response to the RFR must submit a “Master Contractor Feedback Form” via the “Master Contractor Login” on the CATS+ web site.
- Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:

Email 1 of 2 with “Technical”: Master Contractor Name, RFR number, & candidate name in the subject line

- RFR Resume Form for the labor category described in the RFR (Attachment #1)
- Three (3) current references that can be contacted for performance verification of the submitted consultant’s work experience and skills. Telephone number and email address of reference is needed.
- One page sample of a Request for Proposal drafted by the contractor
- Conflict of Interest Affidavit (Attachment #3)
- MVA Privacy Protection Policy (Attachment #6)
- Small Business Reserve Affidavit (Attachment #7)
- Living Wage Affidavit (Attachment #8)
-

Email 2 of 2 with “Financial”: Master Contractor Name, RFR number, & candidate name in the subject line

- Price Proposal (Attachment #2)

1. Professional Certifications, if applicable
2. Criminal Background Check (Attachment #5) **Completed Criminal Background Check Affidavit is due prior to commencement of work of the selected resource.**
3. Conflict of Interest Affidavit (Attachment #3)
4. MDOT MVA Privacy Protection Policy (#6)
5. Small Business Reserve Affidavit (Attachment # 7)

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Section 5 – Evaluation Criteria

Candidates meeting the Minimum Qualifications listed in Section 3 above will be evaluated for overall best value, as follows:

1. Specific work experience and relevant technical expertise as defined by the resume and the interview (minimum qualifications listed in the RFR).
2. Knowledge, skills, and training as defined by the resume and candidate interview.
3. Price rankings of the proposals
4. Required submissions (**See Section 4**).
5. References

Basis for Award Recommendation

The Agency PO will recommend award to the Master Contractor whose proposal is determined to be the most advantageous to the State, considering price and the evaluation factors set forth in the RFR. The Agency PO will initiate and deliver a Task Order Agreement to the selected Master Contractor. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

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**ATTACHMENT #1
RFR RESUME FORM
RFR # J00B5400014**

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the RFR. If the RFR requests multiple Labor Categories, use a separate resume form for

Labor Category: *Business Process Consultant (Senior)*

Candidate Name:

Master Contractor:

A. Education / Training

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

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the RFR. Starts with the most recent experience first; do not include non-relevant experience.

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

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

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

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

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / Email
<add lines as needed>			

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LABOR CATEGORY PERSONNEL RESUME SUMMARY (ATTACHMENT #1 CONTINUED)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
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LABOR CATEGORY TITLE – Business Process Consultant (Senior)

Requirement	Candidate Relevant Experience *
Education: <ul style="list-style-type: none"> <i>Bachelor’s Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.</i> 	Education:
General Experience: <ul style="list-style-type: none"> <i>At least eight (8) years of experience in business process reengineering.</i> 	General Experience:
Specialized Experience: <ul style="list-style-type: none"> <i>At least five (5) years of experience in reengineering large scale business processes.</i> 	Specialized Experience:
<p>Preferred General Experience: Applies and develops process improvement and reengineering methodologies and principles to conduct process modernization contracts. Responsible for effective transitioning of existing contract teams and the facilitation of project teams in the accomplishment of project activities and objectives. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. Demonstrates excellent writing and oral communications skills.</p> <p>Specialized Experience: Experience with drafting and developing Request for Proposals (RFP) to include resources needed, evaluation criteria, detailed deliverables and schedules. Methodology development and evaluation, process reengineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, or information system development methods and practices. Provides daily supervision and direction to Business Process Reengineering Specialists. Demonstrates a leadership role in at least three successful projects that were delivered on time and on budget.</p>	

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

Master Contractor Representative:

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Print Name

Signature

Date

Proposed Individual:

Signature

Date

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**ATTACHMENT #2
PRICE PROPOSAL
RFR # J00B5400014**

(This form is to be filled out by Master Contractors - Submit with the Financial Response)

	A	C	D
Business Process Consultant (Senior)	Fully Loaded Hourly Labor Rate	Evaluation Hours	Evaluation Price (A x C)
(Enter the proposed resource name)	\$	1000	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Proposed rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. **Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced. All rates proposed in this attachment are irrevocable for 120 days.**

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ATTACHMENT #3

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

Date: _____

By: _____

(Authorized Representative and Affiant)

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ATTACHMENT #4

NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO/RFR Proposal in response to CATS + RFR #J00B5400014 for a Business Process Consultant (Senior). In order for the OFFEROR to submit a TO/RFR Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO/RFR Procurement Officer, TO/RFR Requesting Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than

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\$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

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

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

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**ATTACHMENT #5
CRIMINAL BACKGROUND CHECK**

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.

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Master Contract Number 060B2490023.

- B. 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. Master Contractor 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

This affidavit must be completed prior to commencement of work.

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ATTACHMENT #6

**STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION
SECTION 1 MOTOR VEHICLE ADMINISTRATION AFFIDAVIT**

1.1 PRIVACY PROTECTION POLICY

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of _____ as its authorized agent this _____ day of _____, 2014, that

1. understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A. § 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
4. By signing this agreement, _____ warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _____, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information from Motor Vehicle
5. Administration records only to those persons and for those purposes which are

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permitted under both laws.

6. _____ agrees to keep a record for five (5) years of all persons to whom information is re-disclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.

7. _____ shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.

8. _____ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by _____ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed. **IN WITNESS WHEREOF**, the parties have caused these presents to be executed.

Witness:

Date: _____

Contractor:

By: _____

Date: _____

Witness:

Date: _____

**Maryland Department of Transportation
Motor Vehicle Administration:**

By: _____

Date: _____

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ATTACHMENT #7

SMALL BUSINESS CONTRACT

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____(name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

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**NOTICE TO BIDDERS
SMALL BUSINESS RESERVE PROCUREMENT**

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

The business is independently owned and operated;

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

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

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

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**Attachment #8
Maryland Living Wage Requirements Affidavit of Agreement**

(Submit with Bid/Proposal)

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 its 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):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

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- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date