



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

**Maryland Transit Administration (MTA) Service Desk  
Support**

**CATS+ TORFP #J05B3400027**

**Small Business Reserve Only**

**MARYLAND DEPARTMENT OF TRANSPORTATION  
(MDOT)**

**MARYLAND TRANSIT ADMINISTRATION (MTA)**

**ISSUE DATE: October 25, 2013**

## TABLE OF CONTENTS

<b>SECTION 1 - ADMINISTRATIVE INFORMATION.....</b>	<b>5</b>
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT.....	5
1.2 TO AGREEMENT.....	5
1.3 TO PROPOSAL SUBMISSIONS.....	5
1.4 ORAL PRESENTATIONS/INTERVIEWS.....	5
1.5 MINORITY BUSINESS ENTERPRISE (MBE).....	5
1.6 CONFLICT OF INTEREST.....	6
1.7 NON-DISCLOSURE AGREEMENT.....	6
1.8 LIMITATION OF LIABILITY CEILING.....	6
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES.....	6
1.10 IRANIAN NON-INVESTMENT.....	6
1.11 QUESTIONS.....	7
1.12 TO PRE-PROPOSAL CONFERENCE.....	7
1.13 CHANGE ORDERS.....	7
1.14 TRAVEL REIMBURSEMENT.....	7
1.15 LIVING WAGE.....	7
<b>SECTION 2 – SCOPE OF WORK.....</b>	<b>8</b>
2.1 PURPOSE.....	8
2.2 REQUESTING AGENCY INFORMATION.....	8
2.3 MANAGEMENT ROLES AND RESPONSIBILITIES.....	8
2.4 SYSTEM BACKGROUND AND DESCRIPTION.....	9
2.5 PROFESSIONAL DEVELOPMENT.....	9
2.6 REQUIREMENTS.....	9
2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES.....	9
2.7 WORK HOURS.....	10
2.8 SERVICE LEVEL AGREEMENT.....	11
2.9 PERFORMANCE EVALUATION.....	11
2.10 PERFORMANCE PROBLEM MITIGATION.....	11
2.11 SUBSTITUTION OF PERSONNEL.....	11
2.12 DELIVERABLES.....	12
2.13 PREMISES AND OPERATIONAL SECURITY.....	13
2.14 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES.....	13
2.15 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS.....	14
2.15.1 Service Desk Personnel Minimum Qualifications.....	14
2.15.2 Inventory Personnel Minimum Qualifications.....	14
2.16 TO CONTRACTOR PERSONNEL PREFERRED QUALIFICATIONS.....	14
2.16.1 Service Desk Personnel Preferred Qualifications.....	14
2.16.2 Inventory Personnel Preferred Qualifications.....	14
2.17 TO CONTRACTOR EXPERTISE REQUIRED.....	14
2.18 INVOICES.....	15
2.18.1 INVOICE FORMAT.....	15
2.18.2 WORK ORDER PROCESS.....	15
2.19 MBE PARTICIPATION REPORTS (IF APPLICABLE).....	16
<b>SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....</b>	<b>17</b>
3.1 REQUIRED RESPONSE.....	17
3.2 FORMAT.....	17

<b>SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....</b>	<b>20</b>
4.1    EVALUATION CRITERIA .....	20
4.2    TECHNICAL CRITERIA .....	20
4.3    SELECTION PROCEDURES .....	20
4.4    COMMENCEMENT OF WORK UNDER A TO AGREEMENT .....	20
<b>ATTACHMENT 1 - PRICE PROPOSAL .....</b>	<b>21</b>
<b>ATTACHMENT 3 - TASK ORDER AGREEMENT.....</b>	<b>36</b>
<b>ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....</b>	<b>39</b>
<b>ATTACHMENT 5 - LABOR CATEGORY PERSONNEL RESUME SUMMARY .....</b>	<b>40</b>
<b>ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR).....</b>	<b>42</b>
<b>ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) .....</b>	<b>43</b>
<b>ATTACHMENT 8 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....</b>	<b>46</b>
<b>ATTACHMENT 9 - CRIMINAL BACKGROUND CHECK AFFIDAVIT .....</b>	<b>48</b>
<b>ATTACHMENT 10 – PERFORMANCE EVALUATION.....</b>	<b>49</b>
<b>ATTACHMENT 11 – SMALL BUSINESS RESERVE CONTRACT AFFIDAVIT .....</b>	<b>58</b>
<b>ATTACHMENT 12 - CERTIFICATION REGARDING INVESTMENTS IN IRAN.....</b>	<b>60</b>
<b>ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT.....</b>	<b>61</b>
<b>ATTACHMENT 14 – SAMPLE WORK ORDER .....</b>	<b>62</b>

## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services Plus (CATS+) Task Order Request for Proposals (TORFP) J05B3400027 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 are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

<b>TORFP NAME:</b>	<b>MTA Service Desk Support</b>
<b>FUNCTIONAL AREA:</b>	FA 6 – Systems/Facilities Management and Maintenance
<b>TORFP ISSUE DATE:</b>	10/25/13
<b>Closing Date and Time:</b>	11/19/13 at 2:00 PM EST
<b>TORFP Issuing Office:</b>	Maryland Department of Transportation Maryland Transit Administration
<b>Questions and Proposals are to be sent to:</b>	<a href="mailto:toneal@mdot.state.md.us">toneal@mdot.state.md.us</a>
<b>Questions Due Date and Time:</b>	11/1/13 2:00 PM EST
<b>TO Procurement Officer</b>	Trisha O’Neal Office Phone: 410-865-1386 Office Fax: 410-865-1388
<b>TO Manager:</b>	Ron Nizer Office Phone Number: 410-767-3890 Office FAX Number: 410-333-0773
<b>Project Number:</b>	<b>J05B3400027</b>
<b>TO Type:</b>	Time and materials
<b>Period of Performance:</b>	January 1, 2014 – April 21, 2018
<b>MBE Goal:</b>	35% goal
<b>Small Business Reserve (SBR):</b>	<b>Yes</b>
<b>Primary Place of Performance:</b>	Maryland Transit Administration 6 St. Paul Street Baltimore, Maryland 21202
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	Work Station, Computer at MTA facilities
<b>TO Pre-Proposal Conference:</b>	There will be no pre-proposal conference for this project.

# **SECTION 1 - ADMINISTRATIVE INFORMATION**

## **1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT**

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

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

## **1.2 TO AGREEMENT**

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific 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 price proposal.

## **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail, not to exceed 8 MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J05B3400027. The first file will be the TO Technical Proposal to this TORFP titled, "CATS+ TORFP # J05B3400027 Technical". The second file will be the TO Financial Proposal to this CATS+ TORFP titled, "CATS+ TORFP # J05B3400027 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible: No Forms shall be altered.

- Attachment 1 – Price Proposal- (separate file)
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 11 – Small Business Reserve Contract Affidavit
- Attachment 12 – Certification Regarding Investments in Iran
- Attachment 13- Living Wage Affidavit of Agreement

## **1.4 ORAL PRESENTATIONS/INTERVIEWS**

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

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

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

**Master Contractor to complete, sign, and submit all required MBE documentation at the time it of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

## **1.6 CONFLICT OF INTEREST**

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

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

## **1.7 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at the MTA, 6 St. Paul Street, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 6. Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement 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, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

## **1.8 LIMITATION OF LIABILITY CEILING**

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

## **1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES**

The Department of Information Technology (DoIT) is responsible for TO Contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting TO Contract management activities of CATS+ TO. This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 8 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

## **1.10 IRANIAN NON-INVESTMENT**

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this Certification is included as Attachment 12 of this TORFP.

### **1.11 QUESTIONS**

All questions must be submitted via email 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.

### **1.12 TO PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will not be held for this TORFP.

### **1.13 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 will be initiated. 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.

### **1.14 TRAVEL REIMBURSEMENT**

Expenses for all travel performed in completing tasks for this TORFP shall be included in the fully loaded labor category rates proposed in the Financial Proposal.

### **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. An Affidavit of Agreement shall be submitted as part of the Master Contract Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 13 for a copy of the Living Wage Affidavit of Agreement.

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## SECTION 2– SCOPE OF WORK

### 2.1 PURPOSE

The Maryland Department of Transportation (MDOT), on behalf of Maryland Transit Administration's (MTA) IT Group, is issuing this CATS+ TORFP to obtain Service Desk Support Services. The TO will be used to obtain four (4) qualified resources to work with MDOT's MTA to provide IT Service Desk and IT Inventory Management Support. Three (3) individuals will provide tier 1 and tier 2 service desk support (See Section 2.6.1) throughout the MTA. The fourth individual will be required to work with MTA IT personnel in order to maintain and manage IT Equipment Inventory.

The MTA uses the Maximo Service Desk software to log and track service desk requests. Maximo software is also used in tracking IT assets and inventory. The TO Contractors shall be expected to use these software tools in order to perform their duties.

The three (3) Service Desk Personnel shall help to maintain in-house computer systems, desktops, and peripherals. This includes installing, diagnosing, repairing, maintaining, and upgrading all hardware and equipment, and installing software while ensuring optimal workstation performance. The resources shall also troubleshoot problem areas and provide end user training and assistance as required.

The one (1) Inventory Personnel shall work with MTA IT personnel in tagging new IT assets, entering these assets into the appropriate software systems, bringing the existing inventory information up to date, and handling the IT equipment disposal paper work and processes.

MTA intends to award this Task Order to one (1) Master Contractor that proposes a team of resources that can best satisfy the Task Order requirements. Only Master Contractors submitting a proposal with a team of four (4) resources that satisfy all Task Order requirements will be accepted for evaluation. The MTA reserves the right to add up to four (4) additional resources for IT Service Desk support, over the period of this Task Order, through a Work Order Process (See Section 2.18.2). Note: It is MTA's intent to initiate a work order to obtain an additional Service Desk Support resource as soon as this task order is awarded.

### 2.2 REQUESTING AGENCY INFORMATION

The MTA's business function is to provide a network of transit services throughout Maryland. This is accomplished by providing accessible local bus, Metro Subway, light rail and paratransit/mobility services, as well as commuter services that include commuter buses and Maryland Area Regional Commuter (MARC). Additionally, the MTA partners with transit providers throughout the 23 counties and Baltimore City to ensure financial, technical, and administrative support for locally operated transit throughout Maryland.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

- **TO Procurement Officer** – MDOT representative responsible for managing the TORFP and award process, change order process, and resolution of TO Agreement scope issues.
- **TO Manager** - The TO Manager (listed on the Key Information Summary Sheet) has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

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.



For this TORFP, direct supervision of personnel on this TORFP will be performed by the following personnel:

Service desk personnel will be managed on a day-to-day basis by the MTA Service Desk Manager. Inventory personnel will be managed by the MTA IT Client Services Manager.

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 Agreement. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- **TO Contractor Primary Point of Contact** - A TO Contractor primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact shall, during the first week of every month, provide the TO Manager with original signed Time Sheets for the TO Contractor support personnel activities for the previous month.
- **TO Support Personnel** – Any resource provided by the TO Contractor at DoIT’s request.
- **MDOT CMO** -MDOT Contract Management Office is responsible for management of the contract after award.

## **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

The MTA supports over 1,200 personal computers, laptops, and mobile data computers at 18 locations throughout the greater Baltimore area. The operating environment includes a mix of Microsoft network systems, workstations running Microsoft XP/Windows7 and related software and peripherals associated with computer networks and stand-alone systems. The TO Contractor shall work with MTA employees to support user problems reported to the MTA’s Service Desk and the continuing evolution of equipment replacement and upgrades procured by MTA.

MTA operates on a WAN/LAN system with HP servers, running both Windows 2003 server operating system (Active Directory), and Windows 2008 servers. The workstations are various Dell desktops and laptops, and Panasonic laptops with an operating system consisting of Microsoft XP, Windows 7, and Microsoft Office Suite 2007 Professional. MTA’s email system is Exchange/Outlook 2007. Additionally, various laptops, printers, scanners, and remote access software are supported.

## **2.5 PROFESSIONAL DEVELOPMENT**

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MTA may be charged to this task order with prior approval of the TO Manager. Actual course costs, travel, and related expenses are the responsibility of the TO Contractor.

## **2.6 REQUIREMENTS**

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

#### **Service Desk Support Personnel**

- Shall work with end users to identify and deliver required PC services.
- Shall liaise with, and provide training and support to, end users and staff on computer operational issues.

- Shall install, configure, test, maintain, monitor, and troubleshoot end-user workstation hardware, networked peripheral devices, and networking hardware products.
- Shall perform on-site analysis, diagnosis, and resolution of complex PC problems for a variety of end users, and recommend and implement corrective hardware solutions, including off-site repair as needed.
- Shall receive, log and respond to incoming calls, pages, and/or e-mails regarding PC and/or hardware problems. Shall accurately document, within MTA's service and problem ticket system, instances of hardware failure, repair, installation, and removal.
- Shall construct, install, and test customized configurations based on MTA's platforms and operating systems.
- Shall schedule, and perform PC, hardware and peripheral equipment improvements, upgrades, and repairs.
- Shall support development and implementation of new computer projects and new hardware installations.
- Shall maintain up-to-date knowledge of hardware and equipment contracts and supervise contract-based installations.
- Shall, if necessary, liaise with third-party support and PC equipment vendors.
- Shall provide guidance to junior members of the team as required.
- Shall attend meetings as requested by the MTA Service Desk Manager.
- Shall perform other related duties as assigned by the MTA Service Desk Manager.
- Shall have valid driver's license, valid registration and own transportation.
- May be required to travel between MTA sites in the greater Baltimore area.

Inventory Support Personnel:

- Shall enter data directly into MTA Inventory database
- Shall work with MTA staff to import historical information into the MTA Microcomputer database.
- Shall process retirement work orders, which includes: collecting and stacking old computers and peripherals; removing hard drives; recording inventory information on the Retirement Log; and following all Maryland State procedures related to retiring old equipment.
- Shall perform an annual physical inventory of microcomputer assets across all MTA locations.
- Tag and record small IT equipment deliveries at the appropriate MTA location.
- Shall work with the Service Desk staff to insure all new equipment installed is properly tagged and updated in the inventory files.
- Shall help to incorporate the use of handheld scanners for receiving new equipment deliveries and importing this data into the appropriate Inventory System.
- Shall attend meetings as requested by the IT Client Services Manager.
- Shall perform other related duties as assigned by the IT Client Services Manager.
- Shall have valid driver's license, valid registration and their own transportation.
- May be required to travel between MTA sites in the greater Baltimore area.

**2.7 WORK HOURS**

- The TO Contractor's assigned personnel will work an eight-hour day (start and stop hours to be approved by the TO Manager), Monday through Friday except for State holidays, Service Reduction days and Furlough days observed by the MTA.
- A flexible work schedule will be used to handle any efforts outside the core hours to include overnight and weekends.
- At times, the TO Contractor may need to be available outside the hours of 7:00 AM – 6:00 PM.
- In emergencies, where time is of the essence for system repair or restoration, TO Contractor personnel shall provide support as needed, within reason, until the emergency is resolved.

- Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.
- In the event of a reduction in State revenues and a subsequent reduction in allocated budget, the TO Contractor personnel will be required to participate in the State mandated Service Reduction Days as well as State Furlough Days. In this event, the TO Contractor will be notified in writing by the TO Contract Manager of these details. In addition to the Service Reduction Days and Furlough Days, the TO Contractor may also be requested to restrict the number of hours the TO Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

**2.8 SERVICE LEVEL AGREEMENT**

<b>Service Levels</b>	<b>Phone Response</b>	<b>On-Site Response</b>	<b>Response Availability</b>	<b>Comments</b>
Tier 1 Support	30 minutes	4 hours	8:30 am – 5 pm daily except for weekend and holidays	Resolution expected in 24 hours or less depending on priority code of Service Request
Tier 2 support	1 hour	8 hours	8:30 am – 5 pm daily except for weekend and holidays	Resolution expected in 3 days or less depending on priority code of Service Request

**2.9 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on an annual basis for each assignment performed during that period. The performance evaluation and standards are included in Attachment 10.

Performance issues identified by the agency are subject to the mitigation process described in Section 2.10 below.

**2.10 PERFORMANCE PROBLEM MITIGATION**

In the event the agency is not satisfied with the performance of TO Contractor personnel, the mitigation process is as follows:

- The TO Manager will notify the TO Contractor and MDOT Contract Management Office 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 Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.

**2.11 SUBSTITUTION OF PERSONNEL**

The substitution of personnel shall comply with Section 2.9.6 of the CATS + Master Contract.

After award, the Master Contract shall submit requests to the TO Manager and MDOT CMO. MDOT CMO and the TO Manager will perform a concurrent review of the request as follows:

- The TO Contractor may not substitute or temporarily reassign any TO Contractor personnel without the prior approval of the TO Manager.
- To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category.
- All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and shall be approved by the TO Manager.
- The TO Manager shall have the option to interview the proposed substitute personnel.
- After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

## 2.12 DELIVERABLES

ID #	Deliverables	Acceptance Criteria	Due Date/Frequency
2.12.1	Support Tickets	<p>The TO Contractor personnel will be provided access to the Maximo Service Desk software where the TO Manager (or designee) will assign tickets for the TO Contractor personnel to complete.</p> <p>TO Contractor personnel will be expected to:</p> <ul style="list-style-type: none"> <li>• Resolve tickets in a timely manner (timeframes while complying with SLA.</li> <li>• Update status of all assigned tickets on a daily basis</li> <li>• Enter complete resolution information into the work log of the ticket</li> <li>• Follow MTA procedures and policies regarding tickets</li> </ul>	As submitted and response in accordance with SLA.
2.12.2	Weekly Status/Time Reporting	The TO Contractor personnel will be required to submit a weekly time sheet of hours worked which will be signed by the TO Manager and submitted with the monthly invoice.	Submit weekly by close of business on each Friday
2.12.3	Monthly Status/Time Reporting	<p>The TO Contractor personnel will provide to the TO Manager a monthly status/activity report consisting of.</p> <ul style="list-style-type: none"> <li>• Date submitted</li> <li>• TO title and number</li> <li>• Agency name and contact information (TO Manager)</li> <li>• TO Contractor name and contact information</li> <li>• Work performance month and year</li> <li>• Recurring tasks completed during the month</li> <li>• Non-recurring (work order based) tasks completed during the month</li> <li>• Status of open work order</li> <li>• Hours per task and total hours</li> </ul>	Submit monthly by close of business on last day of the month.

		<ul style="list-style-type: none"> <li>• Status of any associated deliverables</li> <li>• Outstanding issues and resolution status</li> </ul> <p>Tasks planned for the subsequent period The TO Contractor will submit these reports as part of the invoice backup.</p>	
2.12.4	Other deliverables as assigned by TO Manager	Create and/or update other work products and deliverables as assigned by TO Manager.	As assigned by TO Manager

**2.13 PREMISES AND OPERATIONAL SECURITY**

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to MDOT from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees’ and subcontractors’ background check certifications are renewed annually, and at the sole expense of the TO Contractor. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TO Contract.
- E) 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 resulting TO Contract.
- F) TO Contractor shall remove any employee from working on the resulting TO Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

The cost of complying with all security requirements specified herein is the sole responsibility and obligation of the TO Contractor and its subcontractors. No such costs shall be passed through to or reimbursed by the State or any of its agencies or business units.

**2.14 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies

can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State of Maryland Enterprise Architecture.

## **2.15 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

### **2.15.1 Service Desk Personnel Minimum Qualifications**

The TO Contractor’s personnel shall have at least five (5) years of hands-on experience in PC support with at least one (1) year of experience in all of the following:

- Troubleshooting Windows PC hardware and software.
- Repair, install, upgrade, or reconfigure any of: PCs and laptops, stand-alone and networked printers, standalone and networked scanners, modems.
- Installing and configuring any of the following Desktop O/S: Windows XP, VISTA Windows 7;
- Business use of Microsoft Office 2007 Professional Suite
- Business use of McAfee Virus Scan, Adobe Acrobat, Photo Editor, Cisco VPN software and imaging software.
- Prior use of Microsoft Outlook 2003 or greater at prior employment as described in individual’s resume.

### **2.15.2 Inventory Personnel Minimum Qualifications**

The Inventory personnel shall demonstrate the following experience as clearly indicated by start and stop dates on the individual’s resume:

- Three (3) years of work experience using computer systems and IT equipment.
- At least two (2) years of experience in using the Microsoft Office Word, Excel, and Access in a business environment.
- Good communication skills demonstrated by reference from prior employment.

## **2.16 TO CONTRACTOR PERSONNEL PREFERRED QUALIFICATIONS**

### **2.16.1 Service Desk Personnel Preferred Qualifications**

- MCSA: Windows 7 or 8 certification
- LANDesk Administration experience
- Experience assigning and decommissioning access to network accounts
- Experience installing and configuring both Server O/S: Windows 2003 and 2008

### **2.16.2 Inventory Personnel Preferred Qualifications**

- At least one year experience in data entry related tasks for computer inventory/assets management system or other similar specialized software system.

## **2.17 TO CONTRACTOR MINIMUM QUALIFICATIONS**

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

## 2.18 INVOICES

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month.

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 Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

### 2.18.1 INVOICE FORMAT

- A) A proper invoice shall identify MTA, labor category, 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 the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the MTA at the following address:  
  
Ron Nizer,  
Information Technology  
6 St. Paul Street, Baltimore, Maryland 21202  
Phone: 410-767-3890  
Fax: 410-333-0773  
E-mail: [rnizer@mta.maryland.gov](mailto:rnizer@mta.maryland.gov)
- C) Proper invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

### 2.18.2 WORK ORDER PROCESS

- A) Services for additional resources shall be provided via a Work Order process and in accordance with pre-approved Labor Categories with fully loaded rates proposed in Attachment 1.
- B) The TO Manager shall e-mail a Work Order request (See Attachment 14) to the TO Contractor to provide resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the resource needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Acceptance criteria for the deliverables
  - 4) Due date and time for submitting a response to the request
  - 5) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A Price to complete the Work Order Request using the format provided in Attachment 14.

- 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1.
  - 4) An explanation how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel
  - 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) The TO Manager will review the response and will: confirm the proposed labor rates are consistent with this TORFP; contact the TO Contractor to obtain additional information, clarification or revision to the Work Order; and will provide the work order to the TO Procurement Officer for approval. The TO Procurement Officer will approve the Work Order, issuing a change order to the TORFP if necessary.
- E) Proposed personnel shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying their intended labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager shall have the option to interview the proposed personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the personnel.
- F) The TO Manager will issue the Notice to Proceed (NTP) after the Work Order is approved and/or any interviews are completed.

#### **2.19 MBE PARTICIPATION REPORTS (IF APPLICABLE)**

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 10<sup>th</sup> day of each month. The TO Contractor shall provide a completed MBE Participation form to the MTA at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form. Subcontractor reporting shall be sent directly from the subcontractor to the MTA. The MTA will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

**The remainder of this page is intentionally left blank.**



# SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

## 3.1 REQUIRED RESPONSE

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

## 3.2 FORMAT

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

### 3.2.1 TO TECHNICAL PROPOSAL

- A) Proposed Services
  - 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
  - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
  
- B) Proposed Personnel and TORFP Staffing Plan
  - The TO proposal must contain exactly four (4) personnel in order to be considered susceptible for award.**
  - 1) Provide a resume for all proposed personnel for each of the four proposed personnel. The resume should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
    - a. Include the following for each engagement:
      - i. Name
      - ii. Company / Organization
      - iii. Job Title
      - iv. Start and end dates (MM/YY format)
      - v. Location (Optional)
      - vi. Work Description
    - b. Any other experience
    - c. Education / training starting with the latest degree / certification
  - 2) Identify, complete, and provide one (1) Attachment 5 – Labor Category Personnel Resume Summary for each of the four (4) proposed personnel by labor category (three Service Desk and one Inventory) certifying that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.15 to include the prior employment references as stated in Section 2.15.2– Inventory Personnel. **Every proposed person must meet minimum required qualifications to be considered susceptible for award.**
  - 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

- 4) Provide a Staffing Plan that contains the following:
  - a. Supporting descriptions for all labor categories in response to this TORFP
  - b. Process of locating and bringing on board resources that meet the needs of Section 2 - Scope of Work
  - c. Substitution procedures for replacing resources
  
- C) Subcontractors  
Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
  
- D) Master Contractor and Subcontractor Experience and Capabilities
  - 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the work defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
    - a) Name of organization.
    - b) Name, title, and telephone number of point-of-contact for the reference.
    - c) Type and duration of contract(s) supporting the reference.(MM/YYYY to MM/YYYY)
    - d) The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this TORFP.
    - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
  
  - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
    - a) The State contracting entity,
    - b) A brief description of the services/goods provided,
    - c) The dollar value of the contract,
    - d) The term of the contract, .(MM/YYYY to MM/YYYY)
    - e) Whether the contract was terminated prior to the specified original contract termination date,
    - f) Whether any available renewal option was not exercised,
    - g) The State employee contact person (name, title, telephone number and e-mail address.

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

- E) MBE, SBE Participation and VSBE Participation  
Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.  
The Master Contractor shall be a Small Business Enterprise (SBE) certified entity.
  
- F) State Assistance  
Provide an estimate of expectation concerning participation by State personnel.
  
- G) Confidentiality

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

### **3.2.2 TO FINANCIAL PROPOSAL**

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

B) Completed Attachment 1 – Price Proposal including:

The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract.

**The remainder of this page is intentionally left blank.**

## **SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

A 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(s), The MTA will consider all information submitted in accordance with Section 3.

### **4.2 TECHNICAL CRITERIA**

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

- Personnel experience required in Section 3.2.1.B.
- Staffing Plan describing the Master Contractor's and subcontractor's ability to meet the staffing needs for this Task Order as described in Staffing Plan.
- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Master Contractor experiences, capability, and references as defined in Section 3.2.1.D.

### **4.3 SELECTION PROCEDURES**

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.10 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering both technical and financial submission shall be selected for the work assignment.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), Criminal Background Check Affidavit (Attachment 9), a Purchase Order, and by a Notice to Proceed authorized by the TO Manager.

# ATTACHMENT 1 - PRICE PROPOSAL

## PRICE PROPOSAL FOR CATS+ TORFP # J05B3400027 LABOR CATEGORIES

CATS+ Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
<b>TO TERM 1: 1/1/14 – 4/21/14 (Year 1 Master Contract rates apply here)</b>			
Inventory Personnel <insert resource name> ( Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 1 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 2 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 3 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
<b>FUTURE OPTIONAL RESOURCES</b>			
Service Desk Support #1 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #2 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #3 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #4 (Insert CATS+ Labor Category)	\$	2000	\$
<b>TOTAL TO TERM 1</b>			\$
<b>TO TERM 2: 4/22/14 – 4/21/15 (Year 2 Master Contract rates apply here)</b>			
Inventory Personnel <insert resource name> (Insert CATS+ Labor category)	\$	2000	\$
Service Desk Support 1 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 2 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 3 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
<b>FUTURE OPTIONAL RESOURCES</b>			
Service Desk Support #1 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #2 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #3 (Insert CATS+ Labor Category)	\$	2000	\$

Service Desk Support #4 (Insert CATS+ Labor Category)	\$	2000	\$
<b>TOTAL TO TERM 2</b>			\$
<b>TO TERM 3: 4/22/15 – 4/21/16 (Year 3 Master Contract rates apply here)</b>			
Inventory Personnel <insert resource name> (Insert CATS+ Labor category)	\$	2000	\$
Service Desk Support 1 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 2 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 3 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
<b>FUTURE OPTIONAL RESOURCES</b>			
Service Desk Support #1 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #2 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #3 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #4 (Insert CATS+ Labor Category)	\$	2000	\$
<b>TOTAL TO TERM 3</b>			\$
<b>TO TERM 4: 4/22/16 – 4/21/17 (Year 4 Master Contract rates apply here)</b>			
Inventory Personnel <insert resource name> (Insert CATS+ Labor category)	\$	2000	\$
Service Desk Support 1 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 2 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 3 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
<b>FUTURE OPTIONAL RESOURCES</b>			
Service Desk Support #1 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #2 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #3 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #4 (Insert CATS+ Labor Category)	\$	2000	\$
<b>TOTAL TO TERM 4</b>			\$
<b>TO TERM 5: 4/22/17 – 4/21/18 (Year 5 Master Contract rates apply here)</b>			

Inventory Personnel <insert resource name> (Insert CATS+ Labor category)	\$	2000	\$
Service Desk Support 1 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 2 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 3<insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
<b>FUTURE OPTIONAL RESOURCES</b>			
Service Desk Support #1 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #2 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #3 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #4 (Insert CATS+ Labor Category)	\$	2000	\$
<b>TOTAL TO TERM 5</b>			\$
<b>TO TERM 6: 4/22/18 – 12/31/18 (Year 6 Master Contract rates apply here)</b>			
Inventory Personnel <insert resource name> (Insert CATS+ Labor category)	\$	2000	\$
Service Desk Support 1 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 2 <insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support 3<insert resource name> (Insert CATS+ Labor Category)	\$	2000	\$
<b>FUTURE OPTIONAL RESOURCES</b>			
Service Desk Support #1 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #2 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #3 (Insert CATS+ Labor Category)	\$	2000	\$
Service Desk Support #4 (Insert CATS+ Labor Category)	\$	2000	\$
<b>TOTAL TO TERM 6</b>			\$
<b>TOTAL EVALUATED PRICE</b>			\$

---

Authorized Individual Name

---

Company Name

---

Title

---

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Hourly Labor Rate shall be assumed to be fully loaded rates which shall include any travel expenses, etc. **The total hours listed above are to be considered as estimated only and not to be construed as a guaranteed billable hours.** Actual hours will be compensated at the total number of hours performed.

SUBMIT AS INSTRUCTED IN TORFP



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

**CATS+ TORFP # J05B3400027**

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

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15<sup>th</sup> of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15<sup>th</sup> of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15<sup>th</sup> of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

**MDOT MBE FORM D-1**  
**STATE-FUNDED CONTRACTS**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION**  
**AFFIDAVIT**  
**PAGE 1 OF 2**

This affidavit must be included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive or the proposal not susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. \_\_\_\_\_, I affirm the following:

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

I have met the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_\_ percent ( \_\_\_\_\_ %) and the following subgoals, if applicable:  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for African American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Hispanic American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Asian American-owned MBE firms  
\_\_\_\_\_ percent ( \_\_\_\_\_ %) for Women-owned MBE firms

I agree that these percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), will be performed by certified MBE firms as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

**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 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

**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 such notice:

- (a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
- (b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
- (c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
- (d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/ offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

I acknowledge that if I fail to return each completed document (in 2 (a) through (d)) within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award or that the proposal is not susceptible of being selected for award.

**MDOT MBE FORM D-1**  
**STATE-FUNDED CONTRACTS**  
**CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**  
**PAGE 2 OF 2**

**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. Products and Services Provided by MBE firms**

I hereby affirm that the MBEs are only providing those products and services for which they are MDOT certified.

I solemnly affirm under the penalties of perjury that the information in this affidavit is 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

**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

PAGE 1 OF 3

**\*\*\* STOP \*\*\***

**FORM INSTRUCTIONS**  
**PLEASE READ BEFORE COMPLETING THIS FORM**

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at [www.mdot.state.md.us](http://www.mdot.state.md.us) to determine if a firm is certified for 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.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. 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 at [mbe@mdot.state.md.us](mailto:mbe@mdot.state.md.us).
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 2 OF 3

6. For each MBE firm that is being used as a supplier/wholesaler/regular dealer/broker/manufacturer, please follow these instructions for calculating the **amount of the subcontract for purposes of achieving the MBE participation goals:**
- A. Is the firm certified as a broker of the products/supplies? If the answer is YES, please continue to Item C. If the answer is NO, please continue to Item B.
  - B. Is the firm certified as a supplier, wholesaler, regular dealer, or manufacturer of such products/supplies? If the answer is YES, continue to Item D. If the answer is NO, continue to Item C only if the MBE firm is certified to perform trucking/hauling services under NAICS Codes 484110, 484121, 484122, 484210, 484220 and 484230. If the answer is NO and the firm is not certified under these NAICS Codes, then no MBE participation credit will be given for the supply of these products.
  - C. For purposes of achieving the MBE participation goal, you may count only the amount of any reasonable fee that the MBE firm will receive for the provision of such products/supplies - not the total subcontract amount or the value (or a percentage thereof) of such products and/or supplies. For Column 3 of the MBE Participation Schedule, please divide the amount of any reasonable fee that the MBE firm will receive for the provision of such products/services by the total Contract value and insert the percentage in Line 3.1.
  - D. Is the firm certified as a manufacturer (refer to the firm's NAICS Code and specific description of products/services) of the products/supplies to be provided? If the answer is NO, please continue to Item E. If the answer is YES, for purposes of achieving the MBE participation goal, you may count the total amount of the subcontract. For Column 3 of the MBE Participation Schedule, please divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.
  - E. Is the firm certified as a supplier, wholesaler and/or regular dealer? If the answer is YES and the MBE firm is furnishing and installing the materials and is certified to perform these services, please divide the total subcontract amount (including full value of supplies) by the total Contract value and insert the percentage in Line 3.1. If the answer is YES and the MBE firm is only being used as a supplier, wholesaler and/or regular dealer or is not certified to install the supplies/materials, for purposes of achieving the MBE participation goal, you may only count sixty percent (60%) of the value of the subcontract for these supplies/products (60% Rule). To apply the 60% Rule, first divide the amount of the subcontract for these supplies/products only (not installation) by the total Contract value. Then, multiply the result by sixty percent (60%) and insert the percentage in Line 3.2.

**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE**

PAGE 3 OF 3

7. For each MBE firm that **is not** being used as a supplier/wholesaler/regular dealer/broker/manufacturer, to calculate the **amount of the subcontract for purposes of achieving the MBE participation goals**, divide the total amount of the subcontract by the total Contract value and insert the percentage in Line 3.1.

**Example:** \$ 2,500 (Total Subcontract Amount) ÷ \$10,000 (Total Contract Value) x 100 = 25%

8. **WARNING:** The percentage of MBE participation, computed using the percentage amounts in Column 3 for all of the MBE firms listed in Part 2, **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) as set forth in MDOT MBE Form A – State-Funded Contracts for this solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), then the bidder/offeror must request a waiver in Form A or the bid will be deemed not responsive, or the proposal not susceptible of being selected for award. You may wish to use the Goal/Subgoal Worksheet shown below to assist you in calculating the percentages and confirming that you have met the applicable MBE participation goal and subgoals (if any).

GOAL/SUBGOAL WORKSHEET	
Total African American Firm Participation (Add percentages listed for African American-Owned Firms in Column 3 of MBE Participation Schedule)	(A) _____%
Total Hispanic American Firm Participation (Add percentages listed for Hispanic American-Owned Firms in Column 3 of MBE Participation Schedule)	(B) _____%
Total Asian American Firm Participation (Add percentages listed for Asian American-Owned Firms in Column 3 of MBE Participation Schedule)	(C) _____%
Total Women-Owned Firm Participation (Add percentages listed for Women-Owned Firms in Column 3 of MBE Participation Schedule)	(D) _____%
Total for all other MBE Firms (Add percentages for firms listed as Other MBE Classification in Column 3 of the MBE Participation Schedule)	(E) _____%
Total MBE Firm Participation (Add percentages listed for all MBE Firms in Column 3 of MBE Participation Schedule)	(F) _____%
The percentage amount in Box F should be equal to the sum of the percentage amounts in Boxes A through E.	

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE**

**PART 2 – MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL. IF THE BIDDER/OFFEROR FAILS TO ACCURATELY COMPLETE AND SUBMIT PART 2 WITH THE BID/PROPOSAL AS REQUIRED, THE BID SHALL BE DEEMED NOT RESPONSIVE OR THE PROPOSAL SHALL BE DEEMED NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD.**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr/> <b>(If dually certified, check only one box.)</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/>	<b>3.1. TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</b>  <hr/> <b>% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>  <b>3.2 TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</b>  _____ % Total percentage of Supplies/Products  x _____ <b>60% (60% Rule)</b>  <hr/> <b>% (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b>

Please check if Continuation Sheets are attached.

**MDOT MBE FORM D-2  
STATE-FUNDED CONTRACTS  
MBE PARTICIPATION SCHEDULE  
CONTINUATION SHEET**

PAGE \_\_\_ OF \_\_\_

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.
<b>NAME OF MBE SUBCONTRACTOR AND TIER</b>	<b>CERTIFICATION NO. AND MBE CLASSIFICATION</b>	FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.
<input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions	<b>Certification Number:</b> <hr style="border: 1px solid black;"/> <b>(If dually certified, check only one box.)</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 style="border: 1px solid black;"/>	<p><b>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></b></p> <p style="text-align: center;">_____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p> <p><b>3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></b></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p><b>x _____ 60% (60% Rule)</b></p> <p style="text-align: center;">_____ % <b>(Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</b></p>

Please check if Continuation Sheets are attached.



**MDOT MBE FORM D-2**  
**STATE-FUNDED CONTRACTS**  
**MBE PARTICIPATION SCHEDULE**

**PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE**

**PARTS 2 AND 3 MUST BE INCLUDED WITH THE BID/PROPOSAL AS DIRECTED IN THE INVITATION TO BID/ REQUEST FOR PROPOSALS.**

I hereby affirm that I have reviewed the Products and Services Description (specific product that a firm is certified to provide or areas of work that a firm is certified to perform) set forth in the MDOT MBE Directory for each of the MBE firms listed in Part 2 of this MBE Form D-2 for purposes of achieving the MBE participation goals and subgoals that were identified in the MBE Form A that I submitted with this solicitation, and that the MBE firms listed are only performing those products/services/areas of work for which they are certified. I also hereby affirm that I have read and understand the form instructions set forth in Part 1 of this MBE Form D-2.

The undersigned Prime Contractor hereby certifies and agrees that they have 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 or 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 or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or 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 or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 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

**MDOT MBE FORM D-3**  
**STATE-FUNDED CONTRACTS**  
**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the offer/proposal submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

1. Bidder/Offeror took the following efforts to identify 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 MBE firms:

**4. Please Check One:**

- This project does not involve bonding requirements.
- Bidder/Offeror assisted 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 meeting/conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal meeting/conference.

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

# MDOT MBE FORM D-4

## STATE-FUNDED CONTRACTS

### MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT

**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 OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.**

Provided that \_\_\_\_\_ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. \_\_\_\_\_, such Prime Contractor will enter into a subcontract with \_\_\_\_\_ (Subcontractor's Name) committing to participation by the MBE firm \_\_\_\_\_ (MBE Name) with MDOT Certification Number \_\_\_\_\_ (if subcontractor previously listed is also the MBE firm, please restate name and provide MBE Certification Number) which will receive at least \$\_\_\_\_\_ or \_\_\_\_% (Total Subcontract Amount/ Percentage) 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

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge 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.

<b>PRIME CONTRACTOR</b>	<b>SUBCONTRACTOR (SECOND-TIER)</b>	<b>SUBCONTRACTOR (THIRD-TIER)</b>
Signature of Representative: _____	Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____	Telephone: _____
Date: _____	Date: _____	Date: _____

**IF MBE FIRM IS A THIRD-TIER SUBCONTRACTOR, THIS FORM MUST ALSO BE EXECUTED BY THE SECOND-TIER SUBCONTRACTOR THAT HAS THE SUBCONTRACT AGREEMENT WITH THE MBE FIRM.**

## ATTACHMENT 3 - Task Order Agreement

### CATS+ TORFP # J05B3400027 OF MASTER CONTRACT # 060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20\_\_ by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland Transit Administration.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the Maryland Transit Administration, as identified in the CATS+ TORFP # J05B3400027.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # J05B3400027, dated April 22, 2013, including any addenda.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated \_\_\_\_\_.
  - d. “TO Procurement Officer” means Joy Abrams. 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 the Maryland Transit Administration and **MASTER 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 Technical Proposal and TO Financial Proposal.
2. Scope of Work
  - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with, or supersede the Master Contract.
  - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS+ TORFP

- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

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

4. Consideration and Payment

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

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

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

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

**TO CONTRACTOR NAME**

\_\_\_\_\_  
By: Type or Print TO Contractor POC

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, Maryland Transit Administration

\_\_\_\_\_  
By: Thomas P. Hickey, Director  
Office of Procurement  
Maryland Department of Transportation

\_\_\_\_\_  
Date

Witness: \_\_\_\_\_

## ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

SUBMIT AS INSTRUCTED IN TORFP

## ATTACHMENT 5 - Labor Category Personnel Resume Summary

### INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B2490023.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS+ TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The summary is required with the Proposal submission and signatures are required at the time of the interview.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.



**ATTACHMENT 5  
LABOR CATEGORY PERSONNEL RESUME SUMMARY  
(CONTINUED)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME)</b>	
Education: Insert the education description from: a. The CATS+ RFP from Section 2.9.6 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.15 of this TORFP	
Experience: Insert the experience description from: a. The CATS+ RFP from Section 2.9.6 for the applicable labor category b. The minimum qualifications and required certifications in Section 2.15 of this TORFP  Provide dates in the form of MM/YYYY to MM/YYYY	
Duties: (Insert the duties description from The CATS+ RFP from Section 2.9.6 for the applicable labor category)	

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

**Contractor's Contract Administrator:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Proposed Individual:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMIT AS INSTRUCTED IN TORFP  
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW**

## ATTACHMENT 6 - 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 Proposal in response to CATS+ TORFP # J05B3400027for Service Desk Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Joy Abrams, Maryland Transit Administration on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

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

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

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

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

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

\_\_\_\_\_

**SUBMIT AS INSTRUCTED IN TORFP**

## ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the State of Maryland (“the State”), acting by and through its Maryland Transit Administration (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Service Desk Support TORFP No. J05B3400027 dated October 25, 2013 (the “TORFP”) issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; and

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

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

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

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
  - a. This Agreement shall be governed by the laws of the State of Maryland;
  - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
  - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
  - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
  - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
  - f. The Recitals are not merely prefatory but are an integral part hereof.

**Contractor/Contractor's Personnel:**

**Maryland Transit Administration:**

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

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

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

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

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

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

**SUBMIT AS INSTRUCTED IN TORFP**

**EXHIBIT A**

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

**Printed Name and Address  
of Employee or Agent**

**Signature**

**Date**

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

## ATTACHMENT 8 – 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.state.md.us](mailto:contractoversight@doit.state.md.us) with the TO number in the subject line.

<b>Master Contractor:</b>	
<b>Master Contractor Contact / Phone:</b>	
<b>Procuring State Agency Name:</b>	
<b>TO Title:</b>	
<b>TO Number:</b>	
<b>TO Type (Fixed Price, T&amp;M, or Both):</b>	
<b>Checklist Issue Date:</b>	
<b>Checklist Due Date:</b>	
<b>Section 1 – Task Orders with Invoices Linked to Deliverables</b>	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
<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) _____	

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

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

#### Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)  
%

B) Are MBE reports D-5 and D-6 submitted monthly?

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

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)  
%

**(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ( $3,000 \div 10,000 = 0.30$ ))**

D) Is this consistent with the planned MBE percentage at this stage of the project?

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

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes  No

(If yes, explain the circumstances and any planned corrective actions)

\_\_\_\_\_

#### Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

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

B) Does the change management procedure include the following?

Yes  No  Sections for change description, justification, and sign-off

Yes  No  Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes  No  A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes  No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

\_\_\_\_\_

D) Is the change management procedure being followed?

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

# ATTACHMENT 9 - 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 2.13, Premises and Operational Security of CATS + contract #J05B3400027 .

- 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 2.13, Premises and Operational Security of CATS + contract #J05B3400027. 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



## ATTACHMENT 10 – PERFORMANCE EVALUATION

**CATS Task Order #/Description:** \_\_\_\_\_

**Name of Contractor being evaluated:** \_\_\_\_\_

DEPENDABILITY		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Lateness, Punctuality		5		3	2	1	+
Compliance with TO Manager’s Requirements for Pre-Approval of Leave		5		3	2	1	+
Total Raw Score							=
Total Raw Score	10			6 - 5	4 - 3		2
<b>Rating for Dependability</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
INITIATIVE		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Contribution		5	4	3	2	1	+
Advancement in the field		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	10 - 9	8 - 7	6 - 5	4 - 3	2		
<b>Rating for Initiative</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
INTERPERSONAL RELATIONSHIPS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Customer Service		5	4	3	2	1	+
Communication		5	4	3	2	1	+
Cooperation				3	2	1	+
Tact				3	2	1	+
Adaptability to Change		5	4	3	2	1	+
Total Raw Score							=
Total Raw Score	21 - 20	19 - 17	16 - 13	12 - 8	7 - 5		
<b>Rating for Interpersonal Relationships</b>	Far Exceeds	Exceeds	Meets	Below	Far Below		
WORK HABITS		Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score

Meeting Target & Timetables	5	4	3	2	1	+
Communication with TO Manager	5	4	3	2	1	+
Use of Time	5	4	3	2	1	+
Organization of Work Environment	5		3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Work Habits</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB KNOWLEDGE</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Policies, Procedures, Practices	5	4	3	2	1	+
Organizational Skills	5	4	3	2	1	+
Equipment / Technology	5	4	3	2	1	+
Terminology	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	20 - 18	17 - 14	13 - 10	9 - 6	5 - 4	
<b>Rating for Job Knowledge</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB QUALITY</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Timely Completion of Assignments	5	4	3	2	1	+
Problem Solving	5	4	3	2	1	+
Accuracy	5	4	3	2	1	+
Work Process / Product / Services	5	4	3	2	1	+
Working Under Pressure	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	25 - 23	22 - 18	17 - 13	12 - 8	7 - 5	
<b>Rating for Job Quality</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

<b>JOB QUANTITY</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	Raw Score
Volume of Work	5	4	3	2	1	+
Total Raw Score						=
Total Raw Score	5	4	3	2	1	
<b>Rating for Job Quantity</b>	Far Exceeds	Exceeds	Meets	Below	Far Below	

DEPENDABILITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Lateness, Punctuality	No lateness, always punctual		Consistently punctual, an occasional lateness with no impact upon operations	Inconsistent in punctuality, <u>or</u> lateness's have impact upon operations	Frequently not punctual, <u>or</u> lateness's have adverse impact upon operations
Compliance with TO Manager's Requirements for Pre-Approval of Leave	Always complies with TO Manager's requirements for pre-approval of leave		Usually complies with TO Manager's requirements	Inconsistent in compliance with requirements; minor violations of requirements	Frequently does not comply with requirements; several minor violations <u>or</u> a major infraction of requirements

INITIATIVE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Contribution	Always participates in problem solving and/or making operational improvements; contributes constructive ideas and suggestions that have major impact	Consistently participates in problem solving and/or making operational improvements; con- tributes constructive ideas and suggestions that are implemented	Frequently participates in problem solving and/or making operational improvements; contributes ideas and suggestions	Occasionally participates in problem solving and/or making operational improvements; rarely contributes ideas and suggestions	Rarely participates in problem solving and/or making operational improvements; never contributes ideas and suggestions
Advancement in the Field	Has applied concepts learned in training to improve operations of the organization/unit	Anticipates new technology or processes and plans training to improve knowledge and skills	Pursues training to maintain current certifications in technology or processes	Does not pursue training <u>or</u> learning new technology or processes but accepts training if assigned	Declines offers for training <u>or</u> to learn new technology or processes

INTERPERSONAL RELATIONSHIPS	Evaluation				
	Far Exceeds <b>Error! Bookmark not defined.</b> Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Customer Service	Consistently goes beyond the requirements to ensure that customer needs are met; consistently anticipates service needs of customers; consistently provides additional information or aid without request	Frequently goes beyond the requirements to ensure that customer needs are met; frequently anticipates service needs of customers; frequently provides additional information or aid without request	Always courteous and congenial with external and internal customers; provides requested assistance and information to others in a prompt and courteous manner	Marginally courteous; provides requested assistance and information to others in a less than prompt <u>or</u> courteous manner	Occasionally discourteous; occasionally does not provide assistance and information to others in a prompt <u>or</u> courteous manner
Communication	Facilitates clear and effective communication among involved parties; accurately interprets and transmits communications	Communicates clearly and concisely with a high degree of accuracy	Communicates openly; participates in team discussions	Rarely communicates openly; rarely participates in team discussion	Communicates ineffectively and unclearly
Cooperation			Actively cooperates with others to achieve goals of the organization; readily accepts direction from supervisors; supports team leader; develops and maintains cooperative working relationships with team and with others inside and outside the work unit	Reluctantly cooperates with others to achieve goals of the organization; reluctantly accepts direction from supervisors; minimally supports team leader; rarely develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit	Uncooperative with others to achieve goals of the organization; resistant to direction from supervisors; rarely supports team leader; seldom develops and maintains cooperative working relationships with team <u>or</u> with others inside and outside the work unit

INTERPERSONAL RELATIONSHIPS (Continued)	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Tact			Consistently polite, respectful of others; considers the viewpoints of others; has a positive effect on people	Marginally polite and respectful; reluctantly considers the viewpoint of others	Rude and disrespectful; infrequently considers viewpoint of others; has a negative effect on people
Adaptability To Change	Presents positive out-look on changes and adjustments to work assignments or procedures; always includes suggestions or solutions as part of constructive criticism; motivation and productivity unaffected by unanticipated changes	Readily accepts change and adjustments to work assignments or procedures; usually makes suggestions or solutions as part of constructive criticism; motivation and productivity minimally affected by unanticipated changes	Accepts changes and adjustments to work assignments or procedures; criticizes constructively; cooperative in dealing with unanticipated changes	Does not easily accept changes and adjustments to work assignments or procedures; criticism not always constructive; not generally cooperative in dealing with unanticipated changes	Resistant to changes and adjustments to work; criticisms are not warranted; uncooperative in dealing with unanticipated changes

WORK HABITS	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Meeting Targets & Timetables	Performs at levels better than targets; early with timetables and deadlines	Always meets targets, timetables and deadlines; always prompt and prepared for meetings and other scheduled events	Consistently meets targets, timetables and deadlines; consistently prompt and prepared for meetings and other scheduled events	Inconsistent in meeting targets, timetables <u>or</u> deadlines; inconsistent in promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events	Frequently does not meet targets, timetables, <u>or</u> deadlines; frequently lacks promptness <u>or</u> preparation for meetings <u>or</u> other scheduled events
Communication with TO Manager	Anticipates developments or delays making appropriate adjustments; works independently with little or no supervision	Always keeps TO Manager informed of key developments; responds quickly and appropriately to unanticipated delays or developments; works independently with minimal supervision	Consistently keeps TO Manager informed of key developments and/or delays; responds to routine developments appropriately; works with general supervision	Inconsistent in keeping TO Manager informed of delays <u>or</u> developments; some routine developments require supervisory guidance; requires close supervision	Frequently does not keep TO Manager informed of developments <u>or</u> delays; routine developments often require supervisory guidance; requires constant supervision
Use of Time	Completes all regular assigned work plus additional assignments; plans productive activities in advance to fill any idle time	Usually completes additional assigned work and completes all regularly assigned duties; finds productive activities to fill any idle time	Completes all assigned work in time allocated; use of idle time does not interfere with work of others	Inconsistent in completing assigned work in time allocated; seldom completes additional tasks	Frequently does not perform regularly assigned work in time allocated; use of idle time negatively impacts work
Organization of Work Environment	Always maintains clean, organized work environment; always practices, maintains and promotes safe work habits; always properly maintains and cares for equipment		Consistently maintains clean, organized work environment; consistently practices and maintains safe work habits; consistently maintains and cares for equipment properly	Inconsistent in maintaining clean, organized work environment; inconsistent in practicing <u>or</u> maintaining safe work habits; inconsistent in properly maintaining <u>or</u> caring for equipment	Frequently does not maintain clean, organized work environment; frequently does not practice safe work habits; frequently does not properly maintain <u>or</u> care for equipment

JOB KNOWLEDGE	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Policies/ Procedures/ Practices	Appropriately uses and interprets correct policies, procedures, and practices and frequently makes recommendations to improve them	Appropriately uses and interprets correct policies, procedures, and practices and occasionally makes recommendations to improve them	Appropriately uses correct policies, procedures, and practices	Inconsistently uses correct policies, procedures, and practices	Rarely uses correct policies, procedures, and practices
Organizational Skills	Systematically and innovatively manages activities, information and resources and makes recommendations for improvement	Systematically manages activities, information and resources and makes some recommendations for improvement	Proficiently manages activities, information and resources	Ineffectively manages some activities, information and resources	Rarely manages activities, information and resources
Equipment/ Technology	Develops and uses innovative applications of equipment/technology	Familiar with and appropriately uses equipment/technology	Basic familiarity with equipment/technology	Some understanding of the administration's or unit's equipment/technology	Little or no understanding of the administration's or unit's equipment/technology
Terminology	Appropriately uses and clearly explains terminology of the administration and unit; keeps abreast of new concepts and terminology	Familiar with and appropriately uses terminology of the administration and unit	Basic familiarity with terminology of the administration and unit	Some understanding of the administration's or unit's terminology	Little or no understanding of the administration's or unit's terminology

JOB QUALITY	Evaluation				
	Far Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards	Far Below Standards
Completion of Assignments	Works independently with broad direction and little or no follow up; self-motivated to complete assignments	Independently completes assignments with minimal direction and follow up	Independently completes assignments with routine supervision	Occasionally unable to complete assignments independently; requires frequent supervision and follow up	Requires direct supervision while performing all aspects of routine assignments
Problem Solving	Anticipates potential problems and acts accordingly; makes an effort to prevent recurring problems	Recognizes and analyzes complex problems and takes appropriate action or recommends effective, creative solutions	Recognizes and analyzes routine problems and takes appropriate action	Occasionally recognizes problems; experiences some difficulty with analysis; requires some assistance to develop workable solutions	Rarely recognizes problems; experiences extreme difficulty with analysis; recommends ineffective solutions or unable to recommend solutions
Accuracy	Work performed at the highest level of accuracy; errors extremely rare, always minor	Work performed at a high level of accuracy; errors usually minor in nature	Work performed at an acceptable level of accuracy	Work performed occasionally at an unacceptable level of accuracy; frequent errors	Work performed with frequent and recurrent errors in routine assignments
Work Process/Product/Services	Develops highest quality work product or demonstrates highest quality of services	Thoroughly researches, analyzes, and prepares high quality work product or provides high quality services	Thoroughly researches and efficiently prepares product at acceptable standards or provides services at acceptable standards	Has difficulty with work process/product/services; occasionally unable to meet an acceptable standard of quality	Rarely meets acceptable standards of quality
Working Under Pressure	Efficiently and effectively performs all assignments regardless of distractions or pressure situations	Frequently handles difficult pressure situations and distractions without affecting performance; reprioritizes workload as needed	Appropriately handles routine pressure situations and distractions of the job while maintaining normal workload	Low tolerance to some pressure situations or distractions which hinder job performance	Rarely able to work under pressure situations or handle distractions



<b>JOB QUANTITY</b>	<b>Evaluation</b>				
	<b>Far Exceeds Standards</b>	<b>Exceeds Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Far Below Standards</b>
Volume of Work	Always produces more than required	Frequently produces more than required	Produces the required volume of work	Occasionally fails to meet requirements	Rarely meets requirements

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**Signature of Contractor**

**Date**

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**Signature of Evaluator**

**Date**

# ATTACHMENT 11 – SMALL BUSINESS RESERVE CONTRACT AFFIDAVIT

## \*\*\*\*\* PROVIDING FALSE INFORMATION \*\*\*\*\*

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

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

## 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](http://www.dgs.state.md.us) and click on the Small Business Reserve hyperlink.

# ATTACHMENT 12 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

# ATTACHMENT 13 - LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. \_\_\_\_\_  
Name of Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

### If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.
- B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):
- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
  - All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
  - All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

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

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

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

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

Witness Signature & Date: \_\_\_\_\_

## ATTACHMENT 14 – SAMPLE WORK ORDER

<b>WORK ORDER</b>	<b>Work Order #</b>	<b>Contract #</b>		
This Work Order is issued under the provisions of a XXX contract. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the work order.				
<u>Purpose</u>				
<u>Statement of Work</u>				
<u>Requirements:</u>				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
<p><b>Deliverables are subject to review and approval by AGENCY prior to payment.</b>  <i>(Attach additional sheets if necessary)</i></p>				
<u>Start Date</u>		<u>End Date</u>		
<b>Cost</b>				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
*Include WBS, schedule and response to requirements.		AGENCY shall pay an amount not to exceed		\$
<b>TO Contractor</b>		<b>AGENCY Approval</b>		
_____ (Signature) TO Contractor Authorized Representative (Date)		_____ (Signature) AGENCY TO Manager (Date)		
<b>POC</b>	<i>(Print Name)</i>	<b>TO Manager</b>	<i>(Print Name)</i>	
<b>Telephone No.</b>		<b>Telephone No.</b>		
<b>Email:</b>		<b>Email:</b>		