

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

**TOWER SITE SERVICE**

CATS+ TORFP # W00B540003



Issue Date: June 30, 2014

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1) 2.11 RETAINAGE The TO Contractor must have or prove its resources have the following licenses and factory certifications:

MD Department of Agriculture Pesticide Business License

MD Commercial Electrical License

R56 Installation Certification

Flash Technology Factory Certification (Electrical & Tower)

Company/Technician factory authorization (certificates or training as designated by the manufacturer) for generators and HVAC equipment being repaired.

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## KEY INFORMATION SUMMARY SHEET

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

TORFP Title:	TOWER SITE SERVICE
TO Project Number (TORFP #):	W00B5400003
Functional Area:	Functional Area 14: Tower Equipment Installation and Services
TORFP Issue Date:	06/30/2014
Questions Due Date and Time:	07/15/2014 at 2:00 PM EST Local Time
Closing Date and Time:	07/25/2014 at 2:00 PM EST Local Time
TORFP Requesting Agency:	Maryland State Police (MDSP) Electronic Service Division (ESD)
Send Questions and Proposals to:	Regina Jackson Regina.Jackson@maryland.gov
TO Procurement Officer:	Regina Jackson Office Phone Number: 410-799-2900 ext. 312 Office Fax Number: 410-799-0076
TO Manager:	Gary Davis Office Phone Number: 410-799-3466 Office Fax Number: 410-799-3853 e-mail address: Gary.Davis@maryland.gov
TO Type:	Time and Material
Period of Performance:	5 years
MBE Goal:	25 % with sub-goals for Women-owned of 5 %, African American-owned of 10 % and Hispanic American-owned of 0 %
VSBE Goal:	0 %
Small Business Reserve (SBR):	No
Primary Place of Performance:	Various, see statement of work
TO Pre-proposal Conference:	Maryland State Police Quartermaster Division Conference Room 7745 Washington Blvd. Jessup, MD 20794 07/11/2014 at 11:00 AM EST Local Time See Attachment 6 for directions.

## SECTION 1 - ADMINISTRATIVE INFORMATION

### 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

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

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

### 1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

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

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

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

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

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

### **1.3 TO AGREEMENT**

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

### **1.4 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

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

Neither oral presentations nor interviews will be held for this solicitation.

### **1.6 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.

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

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

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

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

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

### **1.8 CONFLICT OF INTEREST**

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise

to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Offeror'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.

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

### 1.9 LIMITATION OF LIABILITY

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

### 1.10 CHANGE ORDERS

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

### 1.11 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be at the Contractor's expenses.

### 1.12 MINORITY BUSINESS ENTERPRISE (MBE)

For MBE goal and sub-goal information, reference the Key Information Summary Sheet above.

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

#### 1.12.1 MBE PARTICIPATION REPORTS

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

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and MBE Prime Contractor Report (Attachment 2-4B) to MSP at the same time the invoice copy is sent.



- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the Maryland State Police. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

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

For VSBE goal information, reference the Key Information Summary Sheet above

### **1.14 . NON-DISCLOSURE AGREEMENT**

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

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

### **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 adopted by the Commissioner of Labor and Industry. .

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

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

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

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

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

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

**1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY**

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

**1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS**

A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies purchasing computers and other electronic products in categories covered by Electronic Product Environmental Assessment Tool (EPEAT) to purchase models rated EPEAT Silver or Gold unless the requirement is waived by DoIT. This information is located on the Department of General Services (DGS) web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/desktops.html>.

The TO Contractor shall perform proper disposition of Information Technology equipment within the guidelines provided by DGS. A new State law effective October 1, 2012 (HB 448, Chapter 372) requires State agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web site: <http://www.dgs.maryland.gov/Procurement/Green/Guidelines/disposal.html>

The State's Information Security Policy (Section 6.5 Media Protection) <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf> discusses proper precautions to protect confidential information stored on media. Agencies can use the flowchart in Appendix B of the security policy document to assist them in making sanitization decisions commensurate with the security categorization of the confidentiality of information contained on their media.

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## SECTION 2 - SCOPE OF WORK

### 2.1 PURPOSE

Maryland Department of State Police is issuing this CATS+ TORFP to one Master Contractor in order to obtain monthly radio tower site maintenance.

### 2.2 REQUESTING AGENCY BACKGROUND

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

### 2.3 EXISTING SYSTEM DESCRIPTION

#### 2.3.1 SCOPE OF WORK

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

- Generator Maintenance
- Tower Site Upkeep Services
- Tower Lighting System Maintenance

#### 2.3.2 MDSP LOCATIONS

The services shall be provided for the following locations:

##### **Eastern Service Region:**

- North East Barrack – 2433 Pulaski Hwy, North East, MD 21901
- Conowingo Twr Site – 4948 Conowingo Road, Darlington, MD 21078
- BelAir Barrack – 1491 BelAir Road, BelAir, MD 21014
- Golden Ring Barrack – 8908 Kelso Drive, Essex, MD 21221
- Easton Barrack – 7053 Ocean Gateway, Easton, MD 21601
- Nassawango Twr Site – 6572 Snow Hill Road, Snow Hill, MD 21863
- Salisbury Barrack – 2765 North Salisbury Blvd, Salisbury, MD 21801
- Berlin Barrack – 9758 Ocean Gateway, Berlin, MD 21811
- Princess Anne Barrack – 30581 Perry Road, Princess Anne, MD 21853
- Pikesville HQ – 1201 Reistertown Road, Pikesville, MD 21208

##### **Central Service Region:**

- Waterloo Barrack – 7777 Washington Blvd., Jessup, MD 20794
- Waterloo ESD – 7755 Washington Blvd., Jessup, MD 20794
- Parole Twr Site – 16 Hudson Street, Annapolis, MD 21041
- College Park Barrack – 10100 Rhode Island Ave, College Park, MD 20740
- Forestville Barrack – 3500 Forestville Road, Forestville, MD 20747
- Rockville Barrack – 7915 Montrose Road, Rockville, MD 20854
- Welcome Twr Site – Rt 6 to Firetower, Welcome, MD 20693
- LaPlata Barrack – 9500 Mitchel Road, LaPlata, MD 20646
- Leonardtown Barrack – 23200 Leonardtown Hall Drive, Leonardtown, MD 20650

**Western Service Region:**

- Westminster Barrack – 1100 Baltimore Blvd, Westminster, MD 21157
- Sidling Twr Site – 2640 National Pike, Hancock, MD 21750
- Cumberland Barrack – 1125 National Highway, Cumberland, MD 21502
- Finzel Twr Site – 21532 Mt Salvage Road, Frostburg, MD 21532
- McHenry Barrack – 67 Friendsville Road, McHenry, MD 21541

**2.4 PROFESSIONAL DEVELOPMENT**

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP. Further, any IT services personnel obtained under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

Actual course costs, travel, and related expenses are the responsibility of the TO Contractor. Eligible continuing education shall be associated with technologies currently used or anticipated for use by Department of Maryland State Police in the near future.

**2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES**

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

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

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

- The State of Maryland System Development Life Cycle (SDLC) methodology
- The State of Maryland Information Technology Security Policy and Standards

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

## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6.4-2.6.5 Requirements:

#### 1. Vegetation Spraying

Once a month starting April 1<sup>st</sup> and finishing October 31<sup>st</sup>, once growth is under control, vegetation control can be lessened from once each month. Any pesticide/herbicide application shall be applied by a Maryland Department of Agriculture Licensed Company.

#### 2. Grass Mowing

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

#### 3. Work Scheduling

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

#### 4. Unfavorable Weather

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

#### 5. Damages

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

#### 6. Generator Monthly Check List

As per Attachment 20

#### 7. Tower Site Maintenance Quarterly Check List

As per Attachment 21

Location	Site Maint.	Generator Maint.	Lighting System Maint
North East Barrack	No	No	Yes
Conowingo Twr Site	Yes	75Kw Cummings	Yes
Bel Air Barrack	Yes	Yes - (unk type)	No
Golden Ring Barrack	Yes	Yes (Onan - Propane)	Yes
Easton Barrack	Yes	75Kw Generac - Propane	Yes
Nassawango Twr Site	Yes	20Kw Generac - Propane	Yes
Salisbury Barrack	Yes	80Kw Kohler - Diesel	Yes
Berlin Barrack Twr	Yes	Yes (unk type)	Yes
Princess Anne Barrack	Yes	100Kw Olympian	Yes
Pikesville HQ Twr Site	Yes	Yes (unk type)	Yes
Waterloo Barrack Twr	Yes	Yes (unk type)	No
Waterloo ESD	No	Yes 12Kw Generac - Propane	No
Parole Twr Site (generator 1)	Yes	20Kw Generac - Propane	Yes
Parole Twr Site (generator 2)		20Kw Onan - Propane	No
College Park Barrack Twr	Yes	33Kw Kohler - Propane	Yes
Forestville Barrack	No	No	Yes
Rockville Barrack	Yes	60Kw Kohler	Yes
Welcome Twr Site	Yes	No	No
LaPlata Barrack	Yes	Yes- (unk type)	No
Leonardtown Barrack	No	No	Yes
Westminster Barrack	Yes	Yes (unk type)	Yes
Sidling Hill Twr	Yes	No	No
Cumberland Barrack	No	No	Yes
Finzel Twr Site	Yes	20Kw Onan - Propane	No
McHenry Barrack	No	Yes	Yes

## 2.6.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor Personnel under this TORFP shall perform the following:

### A) Recurring Daily / Weekly / Monthly Duties

#### 2.6.2.1 Generator Maintenance

- a. TO Contractor Personnel shall perform regular scheduled service (i.e. oil changes, oil filter, coolant change, lubrication) and preventative maintenance service and testing of various portable and fixed locations propane and diesel generators and automatic transfer switches (ATS), on a monthly, quarterly, or annual basis. These generators, located at various wireless communication sites located throughout the state, are of various sizes from 15Kw up to, and including 150Kw.
- b. TO Contractor Personnel shall perform minor repairs to the systems.
- c. TO Contractor Personnel shall perform preventative maintenance in accordance with Attachment 20, Generator Maintenance Check List. The complete original of this form shall be completed and submitted prior to submission of an invoice for work performed.
- d. TO Contractor Personnel shall perform all generator service and repair using a manufacturer certified technician.
- e. Work shall only be performed by personnel certified by manufacturer to work on generators.

#### **2.6.2.2 Tower Site Upkeep Services**

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

- a. TO Contractor Personnel shall maintain appearance of the grounds and buildings – All trash shall be removed from the site by the TO Contractor Personnel and disposed of properly.
- b. TO Contractor Personnel shall change air filters – Air filters will be provided by the TO Contractor.
- c. TO Contractor Personnel shall trim trees and clear growth – All pruning and trimming of trees and shrubs and weeds shall be done as instructed. The TO Contractor shall dispose of debris from pruning and trimming and weeding off-site. Any pesticides/herbicide application shall be applied by a Maryland Department of Agriculture Licensed Company.
- d. TO Contractor Personnel shall repair gates and fences – General repairs (parts will be provided by the TO Contractor).
- e. TO Contractor Personnel shall perform upkeep of access road – Limited to fill in and leveling of gravel.
- f. TO Contractor Personnel shall provide general painting and caulking – Doors, exterior vents on buildings, propane tanks, etc, (tower painting is part of this TORFP). Paint will be provided by the TO Contractor.
- g. The TO Contractor Personnel shall perform tower site service by scheduled visits.
- h. The TO Contractor shall perform site service and provide documentation in accordance with Attachment 21, Tower Site Upkeep Check List. The original of this form shall be completed and submitted prior to submission of an invoice for work performed.

- i. TO Contractor Personnel shall ensure any wiring or grounding work performed shall be installed and/or inspected by an R-56 Certified person.
- j. TO Contractor Personnel shall perform all HVAC services and repairs using a manufacturer certified technician.

### **2.6.2.3 Tower Lighting Systems Maintenance**

The TO Contractor shall perform installation, repairs and removal of tower lighting systems with manufacture certified personnel.

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

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

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

Service Level Response Time

- a. Severity 1: 4 hours on-site response time to initiate repair.
- b. Severity 2: 8 business days on-site response time to initiate repair (days state agencies are open).
- c. Severity 3: 16 business days on-site response time to initiate repair (days state agencies are open).

### **2.6.4 BACKUP / DISASTER RECOVERY**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **2.7 PERFORMANCE AND PERSONNEL**

### **2.7.1 WORK HOURS**

- TO Contractor Personnel shall perform routine activity (such as routine generator maintenance) on a scheduled basis.
- TO Contractor Personnel shall perform emergency activity as identified by the TO Manager.

### **2.7.2 PERFORMANCE EVALUATION**

THIS SECTION DOES NOT APPLY



### 2.7.3 PERFORMANCE ISSUE MITIGATION

At any time during the TO period of performance, should the performance of a TO Contractor resource be rated “unsatisfactory” as documented in the performance evaluation, Maryland State Police will pursue the following mitigation procedures prior to requesting a replacement employee:

- A) The TO Manager shall document performance issues and give written notice to the TO Contractor, clearly describing problems and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three business days and implement the plan immediately upon written acceptance by the TO Manager.
- C) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

### 2.7.4 SUBSTITUTION OF PERSONNEL AFTER AWARD

The substitution of personnel procedures is as follows:

- B) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- C) To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- D) Proposed substitute personnel 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.

### 2.7.5 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 Maryland State Police 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 to the TO Contractor. Maryland State Police reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that Maryland State Police determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. Maryland State Police reserves the right to perform additional background checks on TO Contractor and subcontractor employees.
- B) Further, TO Contractor employees and subcontractors may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- 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 State Police IT Security Policy and Standards throughout the term of the 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 Contract.
- F) TO Contractor shall remove any employee from working on the resulting Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibilities and obligations of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

## 2.8 DELIVERABLES

### 2.8.1 DELIVERABLE SUBMISSION

THIS SECTION DOES NOT APPLY

### 2.8.2 DELIVERABLE ACCEPTANCE

THIS SECTION DOES NOT APPLY

### 2.8.3 MINIMUM DELIVERABLE QUALITY

THIS SECTION DOES NOT APPLY

### 2.8.4 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Generator Maintenance as described in Generator Maintenance Checklist	Generator Maintenance performed in accordance with requirements in Section 2.6.2.1  Signed Generator Checklist Form from the TO Contractor	Monthly/Quarterly/Yearly (per manufacturer instructions)
2.8.4.2	Tower Site Upkeep Services as described in Tower Site Maintenance Checklist	Tower Site Upkeep Services performed in accordance with requirements in Section 2.6.2.2  Signed Tower Site Maintenance Checklist Form from the TO Contractor with date-stamped before and after	Monthly

		photos	
2.8.4.3	Tower Lighting Systems Maintenance	<p>Performed in accordance with requirements in Section 2.6.2.3.</p> <p>According to the manufacture check lists per model of tower lighting system.</p>	As needed

## 2.9 MINIMUM QUALIFICATIONS

### 2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

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

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:

- 1) The TO Contractor must have at least two (2) years of experience providing tower site maintenance as described in Section 2.6. This will be documented by references.
- 2) The TO Contractor must have or prove its resources have the following licenses and factory certifications:
  - MD Department of Agriculture Pesticide Business License
  - MD Commercial Electrical License
  - R56 Installation Certification
  - Flash Technology Factory Certification (Electrical & Tower)
  - Company/Technician factory authorization (certificates or training as designated by the manufacturer) for generators and HVAC equipment being repaired.

### 2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

## 2.10 TO CONTRACTOR AND PERSONNEL OTHER REQUIREMENTS

In general, company/personnel performing any work authorized under the contract shall be certified and/or factory trained for the work activity being performed. Contractor shall be OSHA compliant with appropriate work safety and training plans.

- Tell us about other current and relevant training and certifications held that will be useful in servicing this contract.

The Maryland State Police will not be responsible for any damages caused by work performed by non-certified personnel.

## **2.11 RETAINAGE**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

## **2.12 INVOICING**

Invoicing shall be submitted monthly.

Invoicing shall reflect costs for hours worked during the 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 Tax Identification Number, as well as the information described below, and shall be submitted to the TO Manager for payment approval.

### **2.12.1 INVOICE SUBMISSION PROCEDURE**

This procedure consists of the following requirements and steps:

- A) A proper invoice shall identify "Maryland State Police" as the recipient and contain the following information: date of invoice, TO Agreement number, deliverable description, deliverable number (e.g., "2.6.2.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number. Also include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount.
- B) The TO Contractor shall send / email the original of each invoice for each deliverable being invoiced to the Maryland State Police at email address: [Gary.Davis@maryland.gov](mailto:Gary.Davis@maryland.gov) (the TO Manager).
- C) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

## **2.13 WORK ORDER PROCESS**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

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

### 3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

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

### 3.2 SUBMISSION

The TO Proposal shall be submitted via two e-mails, each not to exceed 5 MB.

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

- Subject line “CATS+ TORFP # W00B5400003 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP W00B5400003 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP W00B5400003 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one email, with one attachment. This email shall include:

- Subject line “CATS+ TORFP # W00B5400003 Financial” plus the Master Contractor Name
- One attachment labeled “TORFP W00B5400003 Financial” containing the Financial Proposal contents, signed and in PDF format.

### 3.3 SUMMARY OF ATTACHMENTS

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

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

- Attachment 2 - MBE 1A - Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 14 - Mercury Affidavit - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF
- Attachment 19 – Criminal Background Check Affidavit - Signed PDF

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

- Attachment 1 Price Sheet – Signed PDF
- Attachment 2 - MBE 2-1A - Signed PDF

### 3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

#### 3.4.1 TO TECHNICAL PROPOSAL

##### A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Master Contractor's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2 and include photo copies of licenses and certifications.
- 3) Work Schedule: A table that describes the work planned on a monthly, quarterly basis by location.
- 4) Assumptions: A description of any assumptions formed by the Offeror in developing the Technical Proposal. Offerors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Tools the TO Contractor owns and proposes for use to meet any requirements in Section 2.

##### B) Compliance with Offeror's Company Minimum Qualifications

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

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	The TO Contractor must have at least two (2) years of experience providing tower site maintenance as described in Section 2.6.	Offeror documents evidence of compliance here.
2.9.1.2	<p>3) The TO Contractor must have or prove its resources have the following licenses and factory certifications:</p> <ul style="list-style-type: none"> <li>▪ MD Department of Agriculture Pesticide Business License</li> <li>▪ MD Commercial Electrical License</li> <li>▪ R56 Installation Certification</li> <li>▪ Flash Technology Factory</li> </ul>	Offeror documents evidence of compliance with photo copies of licenses and certifications.

	<p>Certification (Electrical &amp; Tower)</p> <ul style="list-style-type: none"> <li>▪ Company/Technician factory authorization (certificates or training as designated by the manufacturer) for generators and HVAC equipment being repaired.</li> </ul>	
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C) MBE, SBE Participation and VSBE Participation

D) Submit completed MBE documents Attachment 2 - **Form 1A** Subcontractors

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

E) Overall Offeror team organizational chart

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

F) Master Contractor and Subcontractor Experience and Capabilities

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

- a) Name of organization.
- b) Point of contact name, title, email and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c) Services provided as they relate to Section 2 - Scope of Work.
- d) Start and end dates for each example engagement or contract.
- e) Current Master Contractor team personnel who participated on the engagement.
- f) If the Master Contractor is no longer providing the services, explain why not.

2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

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

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, email, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)

- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

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

- h) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

- i) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 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.

### **3.4.2 TO FINANCIAL PROPOSAL**

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Financial Proposal);
- B) Attachment 1– Price Sheet, completed in .PDF format including all rates fully loaded. Master Contractors shall list all proposed resources by approved CATS+ labor categories in the Price Sheet. Prices shall be valid for 120 days.

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## SECTION 4 - TASK ORDER AWARD PROCESS

### 4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Maryland State Police will consider all information submitted in accordance with Section 3.

### 4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall disqualify a proposal:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence to Section 3.4.
- C) The ability of the Master Contractor to meet staffing expectations relative to supplying personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.

### 4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- C) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- D) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical merit has greater weight.
- E) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

### 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample). TO Contractor must submit a Criminal Background Check Affidavit (Attachment 19) within 45 days of Notice to Proceed.

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**LIST OF ATTACHMENTS**

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

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

## ATTACHMENT 1 PRICE SHEET

### PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # W00B5400003

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of Price Sheet evaluation.

A year for this task order shall be calculated as one calendar year from NTP. **Labor Rate**

**Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

<b>Location:</b> <b>Northern ESS</b> <b>Service Region</b>  Functional Area 14 – Tower Equipment Installation and Services	Generator Maintenance  Fully-Loaded Hourly Rate (A)	Tower Site Upkeep Services  Fully-Loaded Hourly Rate (B)	Tower Lighting Systems Maintenance  Fully-Loaded Hourly Rate (C)	Total Proposed CATS+ TORFP Price (D)
Year 1	\$	\$	\$	(A1)
Year 2	\$	\$	\$	(A2)
Year 3	\$	\$	\$	(A3)
Year 4	\$	\$	\$	(A4)
Year 5	\$	\$	\$	(A5)
<b>Years 1 thru 5 – Location: Northern ESS Service Region</b>				\$ _____ <b>AT = (A1+A2+A3+A4+A5)</b>

\*\*\*\*\* Please provide an hourly differential rate for Service Level Response time for Severity Level 1 after business hours, weekends, or holidays : \$ \_\_\_\_\_ \*\*\*\*\*

*(THIS IS A NON-EVALUATED PRICE)*

**ATTACHMENT 1 PRICE SHEET (Continued)**

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # W00B540003

<b>Location:</b> <b>Eastern ESS</b> <b>Service Region</b>  Functional Area 14 – Tower Equipment Installation and Services	Generator Maintenance  Fully-Loaded Hourly Rate (A)	Tower Site Upkeep Services  Fully-Loaded Hourly Rate (B)	Tower Lighting Systems Maintenance  Fully-Loaded Hourly Rate (C)	Total Proposed CATS+ TORFP Price (D)
Year 1	\$	\$	\$	\$ <b>(B1)</b>
Year 2	\$	\$	\$	\$ <b>(B2)</b>
Year 3	\$	\$	\$	\$ <b>(B3)</b>
Year 4	\$	\$	\$	\$ <b>(B4)</b>
Year 5	\$	\$	\$	\$ <b>(B5)</b>
<b>Years 1 thru 5 – Location: Eastern ESS Service Region</b>				\$ <u>                                </u> <b>BT = (B1+B2+B3+B4+B5)</b>

**\*\*\*\*\* Please provide an hourly differential rate for Service Level Response time for Severity Level 1 after business hours, weekends, or holidays : \$ \_\_\_\_\_ \*\*\*\*\***

**(THIS IS A NON-EVALUATED PRICE)**

**ATTACHMENT 1 PRICE SHEET (Continued)**

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # W00B5400003

<b>Location:</b> <b>Southern ESS</b> <b>Service Region</b>  Functional Area 14 – Tower Equipment Installation and Services	Generator Maintenance  Fully-Loaded Hourly Rate (A)	Tower Site Upkeep Services  Fully-Loaded Hourly Rate (B)	Tower Lighting Systems Maintenance  Fully-Loaded Hourly Rate (C)	Total Proposed CATS+ TORFP Price (D)
Year 1	\$	\$	\$	\$(C1)
Year 2	\$	\$	\$	\$(C2)
Year 3	\$	\$	\$	\$(C3)
Year 4	\$	\$	\$	\$(C4)
Year 5	\$	\$	\$	\$(C5)
<b>Years 1 thru 5 – Location: Southern ESS Service Region</b>				\$ _____ CT = (C1+C2+C3+C4+C5)

\*\*\*\*\* Please provide an hourly differential rate for Service Level Response time for Severity Level 1 after business hours, weekends, or holidays : \$ \_\_\_\_\_ \*\*\*\*\*

*(THIS IS A NON-EVALUATED PRICE)*

## ATTACHMENT 1 PRICE SHEET (Continued)

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # W00B540003

<b>Location: Central ESS Service Region</b>	Generator Maintenance	Tower Site Upkeep Services	Tower Lighting Systems Maintenance	
Functional Area 14 – Tower Equipment Installation and Services	Fully-Loaded Hourly Rate (A)	Fully-Loaded Hourly Rate (B)	Fully-Loaded Hourly Rate (C)	Total Proposed CATS+ TORFP Price (D)
Year 1	\$	\$	\$	\$ (D1)
Year 2	\$	\$	\$	\$ (D2)
Year 3	\$	\$	\$	\$ (D3)
Year 4	\$	\$	\$	\$ (D4)
Year 5	\$	\$	\$	\$ (D5)
<b>Years 1 thru 5 – Location: Central ESS Service Region</b>				\$ $DT = \frac{(D1+D2+D3+D4+D5)}{5}$

\*\*\*\*\* Please provide an hourly differential rate for Service Level Response time for Severity Level 1 after business hours, weekends, or holidays : \$ \_\_\_\_\_ \*\*\*\*\*

*(THIS IS A NON-EVALUATED PRICE)*

**ATTACHMENT 1 PRICE SHEET (Continued)**

PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # W00B5400003

<b>ALL Locations Evaluated Price Years 1-5</b>	
<b>Total Evaluated Price (Years 1 thru 5) –ALL Locations</b>	\$ _____ <b>G=Total Add (AT+BT+CT+ DT)</b>

\_\_\_\_\_  
Authorized Individual Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Fully-Loaded Hourly Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

## ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS

### TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS+ TORFP #W00B5400003

If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

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



## ATTACHMENT 2 -1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT &amp; MBE PARTICIPATION SCHEDULE

## INSTRUCTIONS

## PLEASE READ BEFORE COMPLETING THIS FORM

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

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

identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

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

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

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

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

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

**Subgoals (if applicable)**

Total African American MBE Participation: \_\_\_\_\_%

Total Asian American MBE Participation: \_\_\_\_\_%

Total Hispanic American MBE Participation: \_\_\_\_\_%

Total Women-Owned MBE Participation: \_\_\_\_\_%

**Overall Goal**

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

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

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

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

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

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

\_\_\_\_ percent African American-owned MBE firms  
 \_\_\_\_ percent Asian American-owned MBE firms  
 \_\_\_\_ percent Hispanic American-owned MBE firms  
 \_\_\_\_ percent Woman-Owned MBE firms

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

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

**OR**

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

**2. Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment 2-2);  
 (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);  
 (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

**3. Information Provided to MBE firms**

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

**4. MBE Participation Schedule**

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

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

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

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

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

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

**SECTION B: For all Contractors (including MBE Primes in a Joint Venture)**

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

**CONTINUE ON SEPARATE PAGE IF NEEDED**

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

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

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

\_\_\_\_\_  
 Address

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

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

\_\_\_\_\_  
 Date

**SUBMIT AS INSTRUCTED IN TORFP**

**ATTACHMENT 2 -1B: WAIVER GUIDANCE**  
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS**

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

**I. Definitions**

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

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

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

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

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

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

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

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

1. Identified Items of Work in Procurements

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

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

2. Identified Items of Work by Bidders/Offerors

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

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

**B. Identify MBE Firms to Solicit**

1. MBE Firms Identified in Procurements

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

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

2. MBE Firms Identified by Bidders/Offerors

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

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



**C. Solicit MBEs**

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
  - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
  - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
  - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
  - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
  - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
  - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
  - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

**D. Negotiate With Interested MBE Firms**

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

1. Evidence of negotiation includes, without limitation, the following:

- (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
  - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
  - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
  - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
  - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
  - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
  - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
  - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
  - (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
  - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform,

available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

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

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

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

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

### **III. Other Considerations**

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

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

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

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

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

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

#### **B. Outreach/Solicitation/Negotiation**

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

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
  - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations)**; and
  - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
- C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)
  1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
  2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**
  3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.
- D. Other Documentation
  1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.
  2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

**Exhibit A**  
**MBE Subcontractor Unavailability Certificate**

1. It is hereby certified that the firm of \_\_\_\_\_

(Name of Minority firm)

located at \_\_\_\_\_

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on Solicitation No. \_\_\_\_\_

in \_\_\_\_\_ County by \_\_\_\_\_

(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. \_\_\_\_\_ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Minority Firm's MBE Representative**                      **Title**                      **Date**

\_\_\_\_\_  
MDOT Certification #    Telephone #

\*\*\*\*\*

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
**Signature of Prime Contractor**    **Title**    **Date**

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

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

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

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

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

Page    of   

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.



**GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**  
**Part 3 – additional information regarding rejected MBE quotes**

Page \_\_ of \_\_

Prime Contractor:	Project Description:
Solicitation Number:	

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

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

Please check if Additional Sheets are attached.

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

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

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

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

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

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

**4. Please Check One:**

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

**5. Please Check One:**

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

**PRIME CONTRACTOR**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

\_\_\_\_\_

**SUBCONTRACTOR**

Signature of Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_

Firm's Name:

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Date:

\_\_\_\_\_

**ATTACHMENT 2 -3B MBE ATTACHMENT 2-3B**

**MBE PRIME PROJECT PARTICIPATION CERTIFICATION**

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

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

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

**MBE PRIME CONTRACTOR**

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

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

Firm’s Name:  
\_\_\_\_\_

Federal Identification Number:  
\_\_\_\_\_

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

Telephone:  
\_\_\_\_\_

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

**THIS FORM MUST BE COMPLETED MONTHLY BY THE PRIME CONTRACTOR.**

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

**Department or Agency**  
**Minority Business Enterprise Participation**  
**Prime Contractor Paid/Unpaid MBE Invoice Report**

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

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

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

(Required)

**THIS FORM MUST BE COMPLETED MONTHLY BY MBE**  
**SUBCONTRACTOR**

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

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

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

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

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

ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT

**Department or Agency**  
**Minority Business Enterprise Participation**  
**MBE Prime Contractor Report**

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

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

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

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

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

_____ Contract Monitor _____ Contracting Unit (Department) _____ _____ _____ <a href="mailto:">mailto:</a>	
---	--

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

(Required)



**THIS FORM MUST BE COMPLETED MONTHLY BY MBE SUBCONTRACTOR ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT**

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

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

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

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

## ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# W00B540003 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland State Police.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a) “Agency” means the Maryland State Police, as identified in the CATS+ TORFP # W00B5400003
  - b) “CATS+ TORFP” means the Task Order Request for Proposals # W00B5400003, dated MONTH DAY, YEAR, including any addenda.
  - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
  - d) “TO Procurement Officer” means Regina Jackson. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e) “TO Agreement” means this signed TO Agreement between Maryland State Police and TO Contractor.
  - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g) “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j) “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a) The TO Agreement,
    - b) Exhibit A – CATS+ TORFP
    - c) Exhibit B – TO Technical Proposal

## d) Exhibit C – TO Financial Proposal

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

## 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of 5 years, commencing on the date of Notice to Proceed and terminating approximately on August 31, 2019.

## 4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$\_\_\_\_\_. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, Maryland State Police

\_\_\_\_\_  
By: Regina Jackson, TO Procurement Officer

\_\_\_\_\_  
Date

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

## ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

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

(Authorized Representative and Affiant)

## ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
  - a) Complete and sign the **Personnel Resume Form** (Attachment 5) for each resource proposed. Alternate resume formats are not allowed.

The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 – PERSONNEL RESUME FORM  
CATS+ TORFP # **ADPICS PO**

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):

**Education / Training (start with most recent degree / certificate)**

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

**Relevant Work Experience\***

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

\*Fill out each box. Do not enter “see resume” as a response.

**A) References for Proposed Resource (if requested in the TORFP)**

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>
Organization Name:	<insert organization name>

Contact Name:	<insert contact>
Contact Phone:	<insert phone>
Contact e-mail:	<insert e-mail>
Details:	<insert details>

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor Representative:**

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

**Proposed Individual:**

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

*Instruction: Sign each form.*



## ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

Provide good directions to the pre-proposal conference, including parking information.

### PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. W00B5400003  
Tower Site Service

A pre-proposal conference shall be held **on** July 11, 2014 10:00am at the Maryland Department of State Police, Quartermaster Division, 7745 Washington Boulevard, Jessup, MD 20794. Please return this form by advising whether or not you plan to attend.

**Directions:**

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

Return this form to:

Maryland Department of State Police  
Attn: Regina Jackson      Email: Regina.Jackson@maryland.gov  
Quartermaster Division  
7745 Washington Boulevard  
Jessup, MD 20794  
Fax # (410) 799-0076

Please indicate:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ TO Project Number (TORFP #): W00B5400003

Dear TO Contractor Contact:

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

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

Sincerely,

Regina Jackson

Task Order Procurement Officer

Enclosures (2)

cc: Gary Davis, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

## ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: TOWER SITE SERVICE

TO Project Number (TORFP #): W00B5400003

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

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

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

Name of TO Manager: Gary Davis

\_\_\_\_\_  
TO Manager Signature

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

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

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

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

## ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland State Police

TORFP Title: TOWER SITE SERVICE

TO Manager: Gary Davis, TO Manager 410-799-3466

To:

The following deliverable, as required by TO Project Number (TORFP #): #W00B5400003 has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
TO Manager Signature

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

**ATTACHMENT 10 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 # W00B540003 for TOWER SITE SERVICE. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to

\_\_\_\_\_. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

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

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

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

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

## ATTACHMENT 11 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 State Police (the “Department”), and \_\_\_\_\_ (“TO Contractor”), a corporation with its principal business office located at \_\_\_\_\_ and its principal office in Maryland located at \_\_\_\_\_.

### RECITALS

**WHEREAS**, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TOWER SITE SERVICE TORFP No W00B540003 dated \_\_\_\_\_, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the Master Contract 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:

This Agreement shall be governed by the laws of the State of Maryland;

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;

The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and

The Recitals are not merely prefatory but are an integral part hereof.

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

**Maryland State Police:**

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

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

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

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

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

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



**EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)**  
**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

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## ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	

### Section 1 – Task Orders with Invoices Linked to Deliverables

A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria?

Yes  No  (If no, skip to Section 2.)

B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal?

Yes  No  (If no, explain why)

C) Is the deliverable acceptance process being adhered to as defined in the TORFP?

Yes  No  (If no, explain why)

### Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials

A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor?

Yes  No  (If no, explain why)

B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal?

Yes  No  (If no, explain why)

C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices?

Yes  No  (If no, explain why)

### Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes  No  (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes  No  (If no, explain why)

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

SUBMIT AS INSTRUCTED IN TORFP.

# ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

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

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

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

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

## If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons (check all that apply):

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

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

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

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

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

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

# ATTACHMENT 14 MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

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

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

**OR**

The product(s) offered do contain mercury.

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

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

(3) other states; and

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

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

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

Date

Signature

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

Authorized Representative and Affiant

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

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

# ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

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

## CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

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

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

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

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

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

## ATTACHMENT 17 SAMPLE WORK ORDER

<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.					
<b>Purpose</b>					
<b>Statement of Work Requirements:</b>					
<b>Deliverable(s), Acceptance Criteria and Due Date(s):</b>					
Deliverables are subject to review and approval by Maryland State Police prior to payment. <i>(Attach additional sheets if necessary)</i>					
<b>Start Date</b>		<b>End Date</b>			
<b>Cost</b>					
<b>Description for Task / Deliverables</b>		<b>Quantity (if applicable)</b>	<b>Labor Hours (Hrs.)</b>	<b>Labor Rate</b>	<b>Estimate Total</b>
1.				\$	\$
2.				\$	\$
*Include WBS, schedule and response to requirements.		Maryland State Police shall pay an amount not to exceed			\$
<b>TO Contractor</b>			<b>Agency Approval</b>		
(Signature) TO Contractor Authorized Representative (Date)			(Signature) TO Manager (Date)		
POC		(Print Name)			
Telephone No.		TO Manager		(Print Name)	
Email:		Telephone No.			
		Email:			



# ATTACHMENT 18 PERFORMANCE EVALUATION FORM

TORFP Title: TOWER SITE SERVICE

TORFP # W00B5400003

Name of Contractor being evaluated: <insert name>

(The TO Contractor shall submit one Performance Evaluation Form for each employee as required)

Evaluation Month & Year:  
 Role (TORFP Section 2.X):  
 Labor Category:

TO Contractor Name:  
 TO Contractor Contact:  
 MSDE TO Manager:

Maryland State Police: Maryland State Police

**PROJECT PERSONNEL PERFORMANCE RATING\***

The information below shall be completed by the TO Manager or Designee and returned to the TO Contractor

Performance Area	Satisfactory	Unsatisfactory
Attendance and Timeliness		
Work Productivity		
Work Quality		
Teamwork		
Communication		
Customer Service		

\*Project Personnel must maintain a “Satisfactory” rating for each performance area. The TO Contractor shall take action to address any unsatisfactory rating. At the TO Manager’s discretion, employee performance may be rejected and payment withheld pending employee performance mitigation or employee substitution.

Employee performance overall is accepted.

Employee performance overall is rejected (for reasons indicated below).

REASON(S) FOR UNSATISFACTORY EMPLOYEE PERFORMANCE RATING/S:

OTHER COMMENTS:

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of TO Contractor

\_\_\_\_\_  
Date

# ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# ATTACHMENT 20 GENERATOR MAINTENANCE CHECKLIST

TORFP Title: TOWER SITE SERVICE

TORFP # W00B540003

## Vendor information Owner information

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

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

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

## Generator Transfer Switch

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

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

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

## MONTHLY CHECKLIST DATE

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

# GENERATOR MAINTENANCE CHECKLIST

## Vendor information Owner information

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

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

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

## Generator Transfer Switch

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

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

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

## QUARTERLY CHECKLIST DATE

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

# GENERATOR MAINTENANCE CHECKLIST

## Vendor information Owner information

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

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

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

## Generator Transfer Switch

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

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

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

## YEARLY CHECKLIST DATE

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

# ATTACHMENT 21 TOWER SITE MAINTENANCE CHECKLIST

TORFP Title: TOWER SITE SERVICE

TORFP # W00B540003

## EQUIPMENT SHELTER (EXTERIOR)

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

## EQUIPMENT SHELTER (INTERIOR)

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

## FENCE AND GATE

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

## SITE GENERAL

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