



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

**MTA MICROSOFT DATABASE ADMINISTRATION
SUPPORT**

CATS+ TORFP #J05B3400026

**Maryland Department of Transportation (MDOT)
Maryland Transit Administration (MTA)**

Small Business Reserve (SBR) Only

ISSUE DATE: April 3, 2014

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP #J05B3400026 is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal shall submit a Master Contractor Feedback form. The form is accessible via your CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

TORFP Name:	MTA Microsoft Database Administration Support
Functional Area:	FA 6 – Systems/Facilities Management and Maintenance
Project Number:	J05B3400026
TORFP Issue Date:	04/03/14
Questions Due By:	04/14/14 at 2:00 p.m. EST
Closing Date and Time:	05/02/14 at 2:00 p.m. EST
TORFP Requesting Agency:	Maryland Transit Administration (MTA)
Questions and TO Proposals are to be sent to:	Dave Devlin Email Address: ddevlin@mdot.state.md.us
TO Procurement Officer	Dave Devlin Office Phone: 410-865-1230 Office Fax: 410-865-1388
TO Manager:	Ron Nizer Office Phone: 410-767-3890 Office Fax: 410-333-0773
TO Type:	Time and Materials
Period of Performance:	5 years
MBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	MTA 6 St. Paul Street Baltimore, Maryland 21202
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Work station and networked PCs
TO Pre-Proposal Conference:	There will be NO Pre-Proposal Conference for this TORFP

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

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

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal shall be submitted via e-mail, not to exceed 8MB, as two (2) attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #J05B3400026. The first file will be the TO Technical Proposal response to this TORFP, will be titled "CATS+ TORFP #J05B3400026 Technical," and should include the below Attachments. The second file will be the TO Financial Proposal response, will be titled, "CATS+ TORFP #J05B3400026 Financial," and shall include Attachment 1. All of the following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 4 - Conflict of Interest Affidavit and Disclosure
- Attachment 5 – Labor Category Personnel Resume Summary
- Attachment 10 – Small Business Reserve Contract Affidavit
- Attachment 11 – Certification Regarding Investments in Iran
- Attachment 12 – Living Wage Affidavit

NOTE: There is a file size limitation on inbound emails. Email must be no more than eight (8) megabytes and cannot contain any executable extensions. Breaking proposals into multiple emails, if multiple emails are clearly marked as such (i.e., 1 of 3, 2 of 3, 3 of 3), is acceptable.

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

There is no MBE goal for this TORFP.

1.6 CONFLICT OF INTEREST

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

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at MTA. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7 (Offeror). Please contact the TO Manager of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8 (TO Contractor).

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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 CATS+ task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 9 is the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.10 QUESTIONS

All questions shall 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.

1.11 IRANIAN NON-INVESTMENT

All proposals shall be accompanied by a completed Certification Regarding Investments in Iran. A copy of this certification is included as Attachment 11 of this TORFP.

1.12 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage Affidavit of Agreement shall be submitted as part of the TO Agreement in accordance with the CATS+ Master Contract.

A proposal submitted by an Offeror shall be accompanied by a completed Living Wage Affidavit of Agreement. See Attachment 12 for a copy of the Living Wage Affidavit of Agreement.

1.13 CHANGE ORDERS

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

1.14 TRAVEL REIMBURSEMENT

Expenses for travel performed in completing tasks for this TORFP shall be reimbursed in accordance with the CATS+ Master Contract.

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

MDOT is issuing this CATS+ TORFP on behalf of the MTA to obtain the services of two (2) qualified technical resources to work with the MTA relating to Microsoft Database Administration. These individuals will develop, enhance, maintain and support many of our mission critical business applications. They will also support other client/server and web-based systems as currently needed or in the future. They must be qualified and experienced in the systems identified (or in systems providing similar business functions).

MTA intends to award to one Master Contractor for the two resources.

2.2 REQUESTING AGENCY INFORMATION

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

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

TO Manager – The TO Manager is an employee of the State who will manage and coordinate all TO Contractor activities required by this TORFP; and will oversee the activities and performance of the TO Contractor assigned resources.

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

TO Contract Manager – The TO Contract Manager will serve as the first line contact with the TO Manager to oversee the activities and performance of the TO Contractor assigned resources.

MDOT Contract Management Office (CMO) – The CMO is responsible for the management of the contract after award.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

The MTA has installed several Microsoft SQL Databases which support mission critical and internal customer applications. Additional technical resources are needed to provide Microsoft SQL Server database administration services for these databases. The applications supported by these SQL databases include:

- Mobility/Paratransit – this mission critical system is supported by several Commercial Off The Shelf (COTS) modules developed by Trapeze Software Company to support this 24/7, door to door transit service for people unable to ride the standard transit vehicles. These modules are used for scheduling and tracking the ridership of this service.
- Fixed Bus Service – this mission critical service is supported by several software modules by Trapeze Software to handle the scheduling of fixed route bus service as well as scheduling of

operators to run the service. This system feeds information into our Union Payroll system used to pay operators.

- Project Wise – this is a COTS Engineering Document Management System that is used to store and update drawing and other documents related to the MTA Engineering projects.
- Automatic Passenger Counter – this COTS system collects data stored on the fixed route buses which indicate passengers entering and exiting the buses at each stop. The data is used to change or alter bus routes depending on the number of passengers.
- Dashboard Reporting – this is a COTS system that supports reporting functions for MTA Management and Upper Management in order to better manage the business needs of the MTA.
- Internal systems – these databases support various web applications written by MTA staff for HR Reporting, Safety – Accident Tracking, Police.

The MTA supports multiple facilities across the greater Baltimore area and is responsible to the various business units within these locations to ensure efficient and secure transmission of data between servers and end users. With the advent of client-server and web-based systems, these end-users expect 100% up-time and near instantaneous response time. It is incumbent upon MTA to assist its internal customers to work as efficiently as possible. Therefore, the Information Technology Group (ITG) places high expectations upon its staff in terms of deploying well-engineered systems and providing expert resolution of problems. The growth of systems supported by ITG, coupled with the continued expectation that ITG staff will provide on demand services, drives the need for these resources. Task assignments may require the resources to meet with all levels of employees (front-line worker, team leader, middle manager, senior manager, etc.) within the MTA's business areas in the course of conducting work assignments. Therefore, the proposed resources shall possess excellent verbal and written communication skills. The ITG values a team approach to work efforts; the proposed resources for each assignment shall possess good people skills and be skilled in facilitating project team interactions.

The objective of this TORFP is to provide two (2) qualified resources who will work with the ITG staff; one (1) Database Management Specialist (junior) position and one (1) Database Manager Position.

2.5 PROFESSIONAL DEVELOPMENT

Technology and software products continuously change. The TO Contractor shall ensure continuing education opportunities for the personnel provided. The time allocated to these continuing education activities for staff deployed to MTA may not be charged to this TO. Actual course costs are also the responsibility of the TO Contractor.

2.6 REQUIREMENTS

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

2.6.1 Database Security Functions

- 2.6.1.1 Ensure servers are current with SQL Server patches and security updates.
- 2.6.1.2 Document the various security procedures in place to provide system security. Provide access to this document only to authorized personnel.
- 2.6.1.3 Analyze and evaluate the security procedures required for specific mission-critical business systems as defined by MDOT security standards.
- 2.6.1.4 Perform all database security checks and manage all database securities.

- 2.6.1.5 Create and implement plans for system security using a variety of technologies to provide data security and auditing functions for the MTA's mission critical systems.
- 2.6.1.6 Maintain security and integrity of data access policies, standards, and methods by establishing database recovery plans to minimize data losses and system downtime and by developing backup routines for the database management system software and for the stored data.
- 2.6.1.7 Develop standardized application security procedures for MTA applications and databases.
- 2.6.1.8 Design and implement policies for data and application security using MTA security standards.

2.6.2 Configuration Management

- 2.6.2.1 Create and maintain a SQL Server test environment where upgrades and security patches can be tested.
- 2.6.2.2 Configure and tweak the hardware and software, perform integration testing, create and restore server images, create and implement plans to rollover the MTA's statewide systems from testing to production.
- 2.6.2.3 Install and upgrade SQL Server and other related software on the MTA's specified hardware to provide functional capabilities for the MTA's critical systems.
- 2.6.2.4 Create software and database maintenance plans for efficient upgrades and maintenance. Implement the plan and update it regularly.
- 2.6.2.5 Provide hardware and software specifications for various systems.
- 2.6.2.6 Coordinate the database management system interfaces with other data processing units.
- 2.6.2.7 Review and approve/disapprove database designs for new systems.

2.6.3 Disaster Recovery and Backup Functions

- 2.6.3.1 Configure a backup job to run on a specified schedule.
- 2.6.3.2 Restore data files or tables from a previous backup session.
- 2.6.3.3 Develop and maintain scripts and perform and monitor backups for mission critical servers at MTA.
- 2.6.3.4 Troubleshoot database connectivity and back up issues working with Vendors/Developers/Users/Project Managers and back up operators.
- 2.6.3.5 Prepare and implement disaster recovery plans for various SQL Server based software systems.
- 2.6.3.6 Create upgrade and migration schedules and plans in a way so as to minimize the impact on production and mission critical systems.

2.6.4 Database & Application Support

- 2.6.4.1 Collect data dictionary information on existing Microsoft Access 2000 databases.
- 2.6.4.2 Conduct random health checks on the databases and prepare performance reports.
- 2.6.4.3 Assist Business Side System Administrators on database issues/errors and assist users and programmers with SQL queries and tuning.
- 2.6.4.4 Conduct routine maintenance tasks on the database servers for proactive monitoring like deleting log files, dump files, error correcting.
- 2.6.4.5 Create repeatable processes to upgrade, test, and maintain databases and software systems. Monitor the systems to provide a minimum level of

- performance as a part of Quality Assurance.
- 2.6.4.6 Monitor database performance and make modifications and adjustments to database architecture, storage methods and management system software to fine-tune the database for optimum response time.
- 2.6.4.7 Monitor capacity and allocate space according to overall needs of systems users, available data storage and database management system requirements.
- 2.6.4.8 Prepare statistical and narrative reports of database management performance, activities and special projects.
- 2.6.4.9 Troubleshoot problems related to availability of data to system users, space, database software, data flow, and data storage or data access.

2.6.5 New Technology

- 2.6.5.1 Research, lab test, document and make recommendations to the TO Manager on a variety of new database related technologies that could be implemented at the MTA and provide recommendations about the migration and upgrade paths for various systems.
- 2.6.5.2 Coordinate the installation and implementation of database management system software and related software tools with vendors, other data processing staff and system users.
- 2.6.5.3 Develop and implement new database management policies, procedures and standards.

2.6.6 Non-Functional, Non-Technical Requirements

Meeting Coordination

- 2.6.6.1 Hold status meetings with ITG Management on various projects. Provide Microsoft SQL Server expertise whenever required.
- 2.6.6.2 Attend internal MTA staff meetings as requested with network team, project managers, business users, developers and upper management.
- 2.6.6.3 Work in cooperation with the current Network Management Systems contractor as well as other contract vendors and MTA staff.

Project Management

- 2.6.6.4 Create or review Configuration Change Requests, Work Breakdown Structures, Implementation Plans, and Testing Plans for Microsoft SQL Server and Access database projects.
- 2.6.6.5 Create or provide appropriate input to monthly project status reports.
- 2.6.6.6 Participate in the creation of or review Microsoft SQL Server hardware and software requirements.

2.7 WORK HOURS

- The TO Contractor's assigned personnel will work an eight-hour day (hours to be approved by the TO Manager), Monday through Friday except for State holidays observed by the MTA.
- A flexible work schedule will be used to handle any efforts outside the core hours.
- At times, the TO Contractor will need to be available outside the hours of 7:00 AM – 6:00 PM.
- Requests for leave will be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

2.8 PREMISES AND OPERATIONAL SECURITY

TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Contract shall be required to submit background check certification to MDOT from recognized law enforcement agencies, including the FBI. See required Attachment 6 Background Check Affidavit, this completed affidavit due within 30 days of Notice to Proceed. . The 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. MDOT reserves the right to disqualify any TO Contractor employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that MDOT determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. MDOT reserves the right to perform additional background checks on TO Contractor and subcontractor employees. Further:

- TO Contractor employees may be subject to random security checks during entry and leaving State secured areas. The State reserves the right to require TO Contractor employees to be accompanied while in secured premises.
- TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- TO Contractor shall require its employees to follow the State of Maryland and Maryland Transportation Information Technology Security Policy and Standards throughout the term of the TO Contract.
- The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the resulting TO Contract.
- The TO Contractor shall remove any employee from working on the resulting TO Contract where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.
- The cost of complying with all security requirements specified herein 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.

2.9 SERVICE LEVEL AGREEMENT

The TO Contractor's assigned personnel may be asked to be on call and available during non-core working hours in support of MTA mission critical web based applications. The on-call status will be a shared responsibility on a rotating basis and the assigned person will need to provide a phone number where they can be reached during those non-core hours. The MTA will provide the assigned personnel with token and remote access to the network in order to perform this 3rd Tier Support of Data Base Administration.

Service Levels	Phone Response	On-Site Response	Response Availability	Comments
Urgent	15 minutes	1 hour	7 days/week, 24 hrs a day	
High	1 hour	4 hours	7 days/week, 24 hrs a day	
Normal	1 hour	1 work day	5 days/week, Mon-Fri, 8 a.m.-5 p.m.	On-site response to calls after 1 p.m. may be by 9 a.m. the next morning

2.10 PERFORMANCE EVALUATION

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

- Quality and expertise of services delivered.
- Assigned activities are completed in a timely and appropriate manner, ensuring minimum disruption to the customer, and in accordance with vendor licensing agreements and established policies.
- All connectivity, supporting hardware, and applications, including databases are performing as expected.
- Procedures are kept current and documented for distribution upon request. Information related to assign Support Service Requests is current and available for distribution upon request. Status of open Assigned Service Requests are documented and reported to affected customers.
- Hardware, databases and operating system patches are kept current.
- Interactions with staff and external vendors are done in a professional and non-disruptive manner.

Performance issues identified by the agency are subject to the mitigation process described in Section 2.11 below.

2.11 PERFORMANCE PROBLEM MITIGATION

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

- The TO Manager will notify the TO Contractor and MDOT CMO in writing describing the problem and delineating remediation requirements;
- The TO Contractor will have three business days to respond with a written Remediation Plan;
- The Remediation Plan will be implemented immediately upon acceptance by the TO Manager;
- Should performance issues persist, the TO Manager will notify MDOT CMO; and
- MDOT CMO will give written notice to the TO Contractor to request immediate removal, or substitution of the individual whose performance is at issue.
- Should the issue be associated with, but not limited to, Sexual Harassment or Workplace Violence (actual or threat), the TO Manager has the right to ask for immediate removal of the TO Contractor personnel without requiring remediation. If this situation occurs, the resource would be escorted out of the building immediately with no option of returning.

2.12 SUBSTITUTION OF PERSONNEL

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

2.13 BACKUP/DISASTER RECOVERY

The TO Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the TO Contractor. Daily backups will be stored off-site by the TO Contractor. System backups for each of the listed servers will be on a quarterly basis, with two additional during the year, for a total of six system backups per server.

2.14 HARDWARE, SOFTWARE, AND MATERIALS

Hardware and software shall not be purchased under this TO. Any hardware or software needed to meet the TO requirements and used at the agency will be acquired by the agency under other contracts.

Standard software used by the MTA that the TO Contractor may be required to have at the TO Contractor's location:

- Microsoft Office Word 2007
- Microsoft Office Excel 2007
- Microsoft Office PowerPoint 2007
- Microsoft Visio 2003
- Microsoft SQL Server Developer Edition

The agency will provide the TO Contractor an RSA Token that for connecting to the agency's LAN/WAN in order to access files and applications from the TO Contractor's location. The TO Contractor will have access (when applicable) to the agency's Microsoft SQL Database Servers. The TO Contractor is responsible for acquiring compatible hardware and software to use the RSA Token while working offsite.

2.15 DELIVERABLES

2.15.1 Deliverable Descriptions/Acceptance Criteria

Deliverables Description	Acceptance Criteria	Frequency/Due Date
Support Tickets	<p>The TO Contractor personnel will be provided access to the Maximo Service Desk software where the TO Manager (or designee) will assign tickets for the TO Contractor personnel to complete. TO Contractor personnel shall:</p> <ul style="list-style-type: none"> • Resolve tickets in a timely manner (timeframes will vary depending on the complexity of the request) • Update status of all assigned tickets on a daily basis • Enter complete resolution information into the work log of the ticket • Follow MTA procedures and policies regarding tickets 	On-going throughout TO performance
Status/Time Reporting	<p>The TO Contractor personnel shall submit a weekly time sheet of hours worked which will be signed by the TO Manager. Additionally, a Weekly Status report will be submitted. .</p> <p>The TO Contractor personnel shall email to the TO Manager a monthly status/activity report in Microsoft Word 2007 or greater consisting of:</p> <ul style="list-style-type: none"> • Date submitted • TO title and number • Agency name and contact information (TO 	<p>Weekly by close of business on Fridays</p> <p>Monthly by close of business on the last Friday of the month.</p>

	Manager) <ul style="list-style-type: none"> • TO Contractor name and contact information • Work performance month and year • Status of open work order • Hours per task and total hours • Status of any associated deliverables • Outstanding issues and resolution status • Tasks planned for the subsequent period The TO Contractor shall submit these reports as part of the invoice supporting material.	
Other deliverables as assigned by TO Manager	Create and/or update other work products and deliverables as assigned by TO Manager.	As assigned by TO Manager

2.16 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance.” These may include, but are not limited to:

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

2.17 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s proposed staff shall demonstrate expertise as identified in the CATS+ Master Contract Section 2.10 for the labor category proposed plus all of the following:

Qualifications	Database Manager	Database Management Specialist (Junior) position
Project Management experience. Includes performing IT project management activities of project scheduling and leading a project team.	No time duration	No time duration
Experience with creating, testing, deploying and supporting ETL processes including use of SQL Services Integration Services (SSIS).	“	“
Experience with change control and SDLC procedures including related documentation.	“	“
Experience interfacing and communicating with internal and external IT customers and users around	8 years	4 years

project coordination, business requirements, service level agreements, problem resolution and systems down time.		
Database administration experience with SQL Server and other DBMS platforms including: the management of data, tables, views, indexes, triggers, constraints, primary keys, foreign keys, rules, stored procedures, functions, data types, users, roles, logins, file groups, files, storage, Data Manipulation Language (DML), Data Definition Language (DDL) and other related items.	8 years	3 years
Experience with DBCCs, SSIS, ODBC, SNAC, middleware, database and transaction log backups, scheduled jobs, batch programs, scripts, performance, concurrency, security, redundancy and other related items.	8 years	3 years
Experience with versions of Microsoft SQL Server including (SQL 2012, 64 bit platforms for Mgr. position only), mirroring, virtualization and log shipping.	8 years	4 Years
Knowledge of and experience with database architecture, design, development and best practices including high availability, disaster recovery, normalization to third normal form, query optimization, logical models, physical models, referential integrity and domain integrity.	8 years	“
Experience with third party DB modeling tools (including Visual Studio for Enterprise Architects) and other similar third party software tools.	2 years	2 Years
Experience with specifying, installing, configuring and supporting related hardware platforms including multiprocessor servers, RAID\SAN storage technology and backup solutions.	8 years	“
Experience installing, configuring and utilizing Windows based server and desktop operating systems (including Windows Server 2008 R2).	8 years	See item below*
Experience with Windows based server and desktop operating system including Windows Server 2008 R2	See item above*	4 Years
Experience configuring and utilizing Active Directory (which dates back initially to 1999)	8 Years	2 Years
Trouble shooting and resolving complex and diverse Interface issues.	8 Years	1 Year

2.18 TO CONTRACTOR PERSONNEL OTHER QUALIFICATIONS

The following qualifications are preferred, but not required. The Master Contractor shall note all of the applicable qualification as noted below for each position. This category will be used as consideration in evaluating proposed personnel,

2.18.1 Database Management Specialist (junior) position

- Excellent oral and written communication skills in English for communication with management and peers, documentation, team meetings, etc. The ITG values a team approach to work efforts; the proposed resources for each assignment shall possess good people skills and be skilled in facilitating project team interactions. Ability to excel in a team environment which emphasizes total cooperation and mutual respect.
- Strong analytical and problem-solving skills with an eye for detail.
- Ability to independently research and find creative solutions to problems and share knowledge with other team members.
- SQL Server support experience with Trapeze software applications that are used by the MTA to support critical business functions for both Fixed Route buses and Mobility services
- An undergraduate (four year) degree in Information Systems, Computer Science or related areas.

2.18.2 Database Manager

- Excellent oral and written communication skills in English for communication with management and peers, documentation, team meetings, etc. The ITG values a team approach to work efforts; the proposed resources for each assignment must possess good people skills and be skilled in facilitating project team interactions.
- Ability to excel in a team environment which emphasizes total cooperation and mutual respect.
- Strong analytical and problem-solving skills with an eye for detail.
- Ability to independently research and find creative solutions to problems and share knowledge with other team members.
- SQL Server support experience with Trapeze software applications that are used by the MTA to support critical business functions for both Fixed Route buses and Mobility services.

2.19 INVOICE SUBMISSION

Invoices will be submitted by the TO Contractor on a monthly basis by the 15th business day of each month for all work completed in the previous month. Invoices for O&M work should be submitted within the first 5 business days of each month for the work performed in the previous month. Invoices submitted more than 30 calendar days late, will be reduced by 10% and will continue to be reduced every subsequent 30 calendar days until submitted.

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

2.19.1 Invoice Format

- 2.19.1.1 A proper invoice shall identify the MTA, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- 2.19.1.2 The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to the MTA at the following address:

Ron Nizer
Information Technology
6 St. Paul Street
Baltimore, Maryland 21202
Phone: 410-767-3890
Fax: 410-333-0773
E-mail: rnizer@mta.maryland.gov

- 2.19.1.3 Proper invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.20 MBE PARTICIPATION REPORTS

This section is not applicable to this TORFP.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

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

3.2 FORMAT

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

3.2.1 TO Technical Proposal

A) Proposed Services

1. Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section
2. Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.

B) Proposed Personnel and TORFP Staffing Plan

1. Provide Attachment 5 – Labor Category Personnel Resume Summary for all proposed personnel by CATS+ labor category. Master Contractors shall propose **exactly two resources** as identified in Section 2.17. The summaries must equal or exceed each identified mandatory time requirement. It shall also demonstrate prominently the minimum required qualifications as specified in Section 2.17 and should show prominently the proposed person's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.
 - a) Include the following for each engagement:
 - (i) Name
 - (ii) Company / Organization
 - (iii) Job Title
 - (iv) Start and end dates (MM/YY format)
 - (v) Location (Optional)
 - (vi) Work Description
 - b) Any other experience
 - c) Education / training starting with the latest degree / certification

2. Provide the names of three (3) references that can be contacted for performance verification of the submitted consultant's work experience and skills. References must be accessible and knowledgeable regarding consultant's work.
3. Provide the names and titles of all Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
4. Provide a Staffing Plan that contains the following:
 - a) Supporting descriptions for all labor categories in response to this TORFP.
 - b) Process of locating and bringing on board resources that meet the needs of Section 2 – Scope of Work
 - c) Substitution procedures for replacing resources.

B) MBE Participation

Submit completed MBE documents Attachment 2 - Forms D-1 and D-2 (If applicable).

C) Subcontractors

Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

1. Provide three examples of work assignments that the proposed Personnel has completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization and the proposed personnel.
 - b) Name, title, e-mail and telephone number of point-of-contact for the reference (point of contact shall be accessible and knowledgeable regarding experience).
 - c) Type and duration of contract(s) supporting the reference (mm/yyyy to mm/yyyy).
 - d) The services provided, scope of the contract, and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services; if not, an explanation of why services are no longer provided to the client organization.
2. State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - d) The term of the contract, (mm/yyyy to mm/yyyy).
 - e) Whether the contract was terminated prior to the specified original contract termination date,
 - f) Whether any available renewal option was not exercised,

- g) The State employee contact person (name, title, telephone number and e-mail address).

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

E) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

F) 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.

- G) Provide a current contact name and number to set up interviews.

3.2.2 TO Financial Proposal

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

- B) Completed Price Proposal - Attachment 1 including:

The Master Contractor shall indicate on Attachment 1 the appropriate Labor Category proposed and the Fixed Hourly Labor Category Rate for each resource. Proposed rates are fully loaded and not to exceed the rates defined in the Master Contract. Rates are valid for 120 days.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor(s) 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 MTA will consider all information submitted in accordance with Section 3. This TORFP will be awarded to one or more Master Contractors with the best resources for the positions described in this TORFP.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- Personnel experience required in Section 3.2.1.B.
- The Master Contractor's proposed solution and understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.A.1.
- Staffing Plan describing the Master Contractor's and subcontractor's ability to meet the staffing needs for this Task Order as described in Staffing Plan as described in Section 3.2.1.B.
- Master Contractor and Subcontractor Experience and Capabilities as specified in Section 3.2.1.E.1.
- Interview Ranking

4.3 SELECTION PROCEDURES

4.3.1.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.17 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.

4.3.1.2 TO Proposals deemed technically qualified will have their TO Financial Proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.1.3 The State will conduct interviews of top qualified personnel proposed in each TO Proposals that meet minimum qualifications. Proposed personnel shall be available within a reasonable time frame.

4.3.1.4 Qualified TO Financial Proposals will be reviewed and ranked from lowest to highest price proposed.

4.3.1.5 The most advantageous TO Proposal offer(s) considering both technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

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 Manager.

The remainder of this page is intentionally left blank.

ATTACHMENT 1 - Price Proposal

PRICE PROPOSAL FOR CATS+ TORFP #J05B3400026 LABOR CATEGORIES

Prices are to be valid for 120 days

Rates listed should be fully loaded hourly rates. THIS FORM SHALL NOT BE ALTERED

Labor Categories	A	B	C
	Fully Loaded Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS+ TORFP Price
YEAR 1			
Database Manager - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Database Management Specialist (junior) - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Total Year #1			\$
YEAR 2			
Database Manager - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Database Management Specialist (junior) - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Total Year #2			\$
YEAR 3			
Database Manager - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Database Management Specialist (junior) - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Total Year #3			\$
YEAR 4			
Database Manager - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Database Management Specialist (junior) - <i>Insert CATS + Labor Category & Name</i>	\$	2000	\$
Total Year #4			\$
YEAR 5			
Database Manager - <i>Insert CATS + Labor Category & Name</i>		2000	\$
Database Management Specialist (junior) - <i>Insert CATS + Labor Category & Name</i>		2000	\$
Total Year #5			
TOTAL EVALUATED PRICE			\$

Authorized Individual Name (PRINTED)

Company Name

Title

Company Tax ID #

Signature

Date

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

MUST SUBMIT SIGNED FORM WITH THE TO FINANCIAL PROPOSAL

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
MDOT MBE FORM D-1
STATE-FUNDED CONTRACTS
CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION
AFFIDAVIT

PAGE 1 OF 2

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

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

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

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

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit a written waiver request and all required documentation in accordance with COMAR 21.11.03.11. For a partial waiver request, I agree that certified MBE firms will be used to accomplish the percentages of the total dollar amount of the Contract, for the MBE goal and subgoals (if any), as set forth in the MBE Participation Schedule - Part 2 of the MDOT MBE Form D-2 (State-Funded Contracts).

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving such notice:
(a) Outreach Efforts Compliance Statement (MDOT MBE Form D-3 - State-Funded Contracts);
(b) Subcontractor Project Participation Statement (MDOT MBE Form D-2 - State-Funded Contracts);
(c) MBE Waiver Request documentation per COMAR 21.11.03.11 (if waiver was requested); and
(d) Any other documentation required by the Procurement Officer to ascertain bidder's responsibility/offeror's susceptibility of being selected for award in connection with the certified MBE participation goal and subgoals, if any.

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

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

3. Information Provided to MBE firms

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

4. Products and Services Provided by MBE firms

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

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

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

PAGE 1 OF 3

***** STOP *****

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

1. Please refer to the Maryland Department of Transportation (MDOT) MBE Directory at www.mdot.state.md.us to determine if a firm is certified for the appropriate North American Industry Classification System (“NAICS”) Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals.
2. In order to be counted for purposes of achieving the MBE participation goals, the firm must be certified for that specific NAICS (“MBE” for State-funded projects designation after NAICS Code). **WARNING:** If the firm’s NAICS Code is in **graduated status**, such services/products **will not be counted** for purposes of achieving the MBE participation goals. Graduated status is clearly identified in the MDOT Directory (such graduated codes are designated with the word graduated after the appropriate NAICS Code).
3. Examining the NAICS Code is the **first step** in determining whether an MBE firm is certified and eligible to receive MBE participation credit for the specific products/services to be supplied or performed under the contract. The **second step** is to determine whether a firm’s Products/Services Description in the MBE Directory includes the products to be supplied and/or services to be performed that are being used to achieve the MBE participation goals.
4. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email at mbe@mdot.state.md.us.
5. The Contractor’s subcontractors are considered second-tier subcontractors. Third-tier contracting used to meet an MBE goal is to be considered the exception and not the rule. The following two conditions must be met before MDOT, its Modal Administrations and the Maryland Transportation Authority may approve a third-tier contracting agreement: (a) the bidder/offeror must request in writing approval of each third-tier contract arrangement, and (b) the request must contain specifics as to why a third-tier contracting arrangement should be approved. These documents must be submitted with the bid/proposal in Part 2 of this MBE Participation Schedule.

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

PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE

PAGE 2 OF 3

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

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

**PART 1 – INSTRUCTIONS FOR MBE PARTICIPATION SCHEDULE
PAGE 3 OF 3**

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

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

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

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

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

PART 2 – MBE PARTICIPATION SCHEDULE

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

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

Please check if Continuation Sheets are attached.

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

PAGE ___ OF ___

Prime Contractor	Project Description	Solicitation Number

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

COLUMN 1	COLUMN 2	COLUMN 3
		<p>Unless the bidder/offeror requested a waiver in MDOT MBE Form D-1 – State Funded Contracts for this solicitation, the cumulative MBE participation for all MBE firms listed herein must equal at least the MBE participation goal <u>and</u> subgoals set forth in Form D-1.</p>
<p>NAME OF MBE SUBCONTRACTOR AND TIER</p>	<p>CERTIFICATION NO. AND MBE CLASSIFICATION</p>	<p>FOR PURPOSES OF ACHIEVING THE MBE PARTICIPATION GOAL AND SUBGOALS, refer to Sections 6 and 7 in Part 1 - Instructions. State the percentage amount of the products/services in Line 3.1, except for those products or services where the MBE firm is being used as a wholesaler, supplier, or regular dealer. For items of work where the MBE firm is being used as a supplier, wholesaler and/or regular dealer, complete Line 3.2 using the 60% Rule.</p>
<p><input type="checkbox"/> Please check if MBE firm is a third-tier contractor (if applicable). Please submit written documents in accordance with Section 5 of Part 1 - Instructions</p>	<p>Certification Number:</p> <hr style="width: 100%;"/> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned</p> <p><input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned</p> <p><input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p> <p>_____</p>	<p>3.1. <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR (STATE THIS PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE- EXCLUDING PRODUCTS/SERVICES FROM SUPPLIERS, WHOLESALERS OR REGULAR DEALERS).</u></p> <p style="text-align: center;">_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p> <p>3.2 <u>TOTAL PERCENTAGE TO BE PAID TO THE SUBCONTRACTOR FOR ITEMS OF WORK WHERE THE MBE FIRM IS BEING USED AS A SUPPLIER, WHOLESALER AND/OR REGULAR DEALER) (STATE THE PERCENTAGE AS A PERCENTAGE OF THE TOTAL CONTRACT VALUE AND THEN APPLY THE 60% RULE PER SECTION 6(E) IN PART 1 - INSTRUCTIONS).</u></p> <p style="text-align: center;">_____ % Total percentage of Supplies/Products</p> <p>x _____ 60% (60% Rule)</p> <p style="text-align: center;">_____ % (Percentage for purposes of calculating achievement of MBE Participation goal and subgoals, if any)</p>

Please check if Continuation Sheets are attached.

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

PART 3 – CERTIFICATION FOR MBE PARTICIPATION SCHEDULE

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

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

The undersigned Prime Contractor hereby certifies and agrees that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

I solemnly affirm under the penalties of perjury that the contents of Parts 2 and 3 of MDOT MBE Form D-2 are true to the best of my knowledge, information and belief.

Company Name Signature of Representative

Address Printed Name and Title

City, State and Zip Code Date

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

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

1. Bidder/Offeror took the following efforts to identify subcontracting opportunities in these specific work categories:

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

3. Bidder/Offeror made the following attempts to personally contact the solicited MBE firms:

4. Please Check One:

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

5. Please Check One:

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

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**MDOT MBE FORM D-4
STATE-FUNDED CONTRACTS
MBE SUBCONTRACTOR PROJECT PARTICIPATION AFFIDAVIT**

IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD OR THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR AWARD. SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED IN THE MBE PARTICIPATION SCHEDULE. BIDDERS/OFFERORS ARE HIGHLY ENCOURAGED TO SUBMIT FORM D PRIOR TO THE TEN (10) DAY DEADLINE.

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

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

I solemnly affirm under the penalties of perjury that the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of my knowledge, information and belief. I acknowledge that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes.

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

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

ATTACHMENT 3 - Task Order Agreement

CATS+ TORFP #J05B3400026 OF MASTER CONTRACT #060B2490023

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the MTA, as identified in the CATS+ TORFP #J05B3400026.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals #J05B3400026, dated **MONTH DAY**, 20__, including any addenda.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated _____.
 - d. “TO Procurement Officer” means Bryan Walker. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Maryland Department of Transportation, Maryland Transit Administration and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means **TO Manager** of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated **date of TO Technical Proposal**.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated **date of TO Financial Proposal**.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement
 - b. Exhibit A – CATS+ TORFP
 - c. Exhibit B – TO 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 on **MONTH DAY, 20__**.

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 an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

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

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

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

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, TO Requesting Agency

By: Thomas P. Hickey
Director of Procurement, MDOT

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO TECHNICAL PROPOSAL

ATTACHMENT 5 - Labor Category Personnel Resume Summary

INSTRUCTIONS:

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

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

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

ATTACHMENT 6 - 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.

- A. I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting And Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.
- B. I hereby affirm that the _____ (Master Contractor) _____ has provided _____ (Agency) _____ with a summary of the security clearance results for all of the candidates that will be working on Task Order _____ (Title and Number) _____ and all of these candidates have successfully passed all of the background checks required 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

THIS AFFIDAVIT IS DUE WITHIN 30 DAYS OF NTP.

ATTACHMENT 7 - 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 #J05B3400026 for Microsoft Database Administration Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to this project. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information referenced above, OFFEROR agrees as follows:

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN THE TORFP

ATTACHMENT 8 - 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 Department of Transportation/Maryland Transit Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Microsoft Database Administration Support TORFP No. J05B3400026 dated _____, (the “TORFP”) issued under the Consulting and Technical Services Plus procurement issued by the Department, Project Number 060B2490023; and

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

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

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

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

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

MDOT, Maryland Transit Administration:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN THE TORFP

EXHIBIT A – Confidential Access

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

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

Signature

Date

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

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 10 – SMALL BUSINESS RESERVE CONTRACT AFFIDAVIT

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

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

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

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

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

I AFFIRM THAT:

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

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

Small Business Qualification Number: _____

Date of Most Recent Qualification: _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

NOTICE TO BIDDERS

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, § 14-501 - 14-505, Annotated Code of Maryland, and who are registered with the Department of General Services (DGS) Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a business, other than a broker, that meets the following criteria:

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

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

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

ATTACHMENT 11 - 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

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 12 – Living Wage Affidavit of Agreement

TO Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the TO Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named TO Contractor, hereby affirms that the TO 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 TO Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

