



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

**Maryland Automated Benefits System (MABS)
Operations, Maintenance, and Support TORFP**

CATS II TORFP # P00B9200203

Department of Labor, Licensing and Regulation (DLLR)

ISSUE DATE: August 4, 2009

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II 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 who elect not to submit a proposal must complete and submit a Master Contractor Feedback form via the CATS II web site. The form is accessible via your CATS II 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 II RFP issued by the Maryland Department of Information Technology and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	Maryland Automated Benefits System MABS
FUNCTIONAL AREA:	FA05-Software Engineering
TORFP ISSUE DATE:	August 4, 2009
Closing Date and Time:	September 15, 2009
TORFP Issuing Office:	Department of Labor, Licensing and Regulation (DLLR)
Questions and Proposals are to be sent to:	Latesa Thomas Email: lthomas@dllr.state.md.us
TO Procurement Officer	Latesa Thomas Office Phone: (410) 230-6031 Office Fax: (410)-333-3384
TO Manager:	Klaus Reichelt Office Phone: (410)-767-2142 Office Fax: (410)-333-5304 Email: kreichelt@dllr.state.md.us
Project Number:	P00B9200203
TO Type:	Time and Materials (TM)
Period of Performance:	NTP to May 31, 2014
MBE Goal:	35 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	DLLR, 1100 North Eutaw Street, Room 303, Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	DLLR will furnish work site and/or access to equipment, facilities or personnel.
TO Pre-Proposal Conference:	Tuesday, August 11, 2009 at 10:00 AM DLLR, 1100 N. Eutaw, Basement Conference Room, Baltimore, MD 21201 See Attachment 6 for Directions

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. See Section 2.15 for information on change orders.

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 II 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 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the DLLR e-mail system time stamp. The TO Proposal is to be submitted via **e-mail** to lthomas@dllr.state.md.us as two attachments in **MS Word protect for No Change (read only)** format. The “subject” line in the e-mail submission shall state the **TORFP # P00B9200203**.

- The first file will be the TO Proposal technical response to this TORFP and titled, “**CATS II TORFP # P00B9200203 - Technical**”.
- The second file will be the financial response to this CATS II TORFP and titled, “**CATS II TORFP # P00B9200203 - Financial**”.
- The following proposal documents must be submitted with required signatures as **Adobe .PDF** files with signatures clearly visible:
 - Attachment 1 – Price Proposal
 - Attachment 2 - MBE Forms D-1 and D-2
 - Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

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

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide 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 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 a reading room at DLLR, 1100 N. Eutaw, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 7.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II 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 II 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.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE

The Department of Labor, Licensing and Regulation (DLLR) is issuing this CATS II TORFP to obtain mainframe programmer/analysts to support the State technical staff maintaining the MABS and other Unemployment Insurance systems in completing work in several task areas. The TO Contractor shall be required to provide up to four individuals to provide these services.

2.2 REQUESTING AGENCY INFORMATION

- A) DLLR is responsible for the administration and operation of the federally mandated Unemployment Insurance (UI) Program. Under this program, unemployed individuals who meet the requirements in federal and state laws may claim and receive benefit payments. The MABS is the mainframe transaction processing system used to process and pay claimant benefits.
- B) MABS provides comprehensive automated support for UI Benefits, including determining eligibility for benefits, determining the amount of benefits, processing biweekly claims for benefits, calculating charges back to employers, scheduling appointments, issuing notices, tracking of overpayments and recoveries, and tracking appeals of benefit decisions. The application is complemented by related UI systems that process tax payments, image documents, and support web transactions.
- C) In 2008 the agency used MABS to process 394,081 initial claims and paid benefits totaling \$773,759,529. In periods of high unemployment the processing volume can increase quickly and substantially.
- D) DLLR has 8 programmer/analysts assigned full time to the Maryland UI Benefits system. However, the system generates a large and complex maintenance workload in response to federally mandated changes, reengineered business processes, and improvements requested by users. DLLR supports the in-house programming staff with expert contractor resources to address challenging maintenance and enhancement requests.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

DLLR shall manage and coordinate all TO Contractor team activities required by this TORFP. DLLR shall oversee the activities and performance of all TO Contractor support personnel provided by the Master Contractor in support of this project. A primary point of contact for the project shall be identified by the TO Contractor. The TO Contractor primary point of contact shall during the first week of every month provide the TO Manager with original signed Time Sheets for the TO Contractor support personnel activities for the previous month.

2.4 SYSTEM BACKGROUND AND DESCRIPTION

- A) MABS is housed on the Annapolis Data Center (ADC) mainframe. International Business Machine (IBM) Database/2 (DB2) is the database management system. MABS is a Customer Interface and Control System (CICS) real time transaction system, supported by nightly batch processing for payments. Application programming involves IBM's Cross System Product (CSP), which is a mainframe application development environment that generates Common Business Oriented Language (COBOL) code.
- B) MABS Physical Architecture

IBM z890 Enterprise Server model 2086-A04 Mainframe At Annapolis Data Center	CICS Transaction Server v 3.1	ACF2 (Access Control Facility 2) Security
	CSP v. 4. Generated COBOL II application code COBOL Compiler Z/OS (Operating System) (OS/390) 4.1	
	DB2 v.8.0	
	TSO (Time Sharing Option)	
	VSAM (Virtual Storage Access Method)	
	Operating System Z/OS v 1.9	

C) Database Design

Mainframe DB2 is the database management system used for MABS. The MABS system is comprised of 10 subject- oriented databases. Based on performance criteria, the 236 tables that make up MABS are spread across these ten subject databases. Codes tables (domain or static tables) represent approximately one-half of the 236 total tables. In fact, codes are one of the ten subject areas. Currently, the total database size is 45,975 megabytes, however in times of high unemployment the database size may increase suddenly and dramatically.

D) MABS Application Modules

- 1) The application consists of 1,667,383 lines of CSP code, which produces 15,606,756 lines of generated COBOL. Approximately 465 programs and maps, comprised of 6,244,248 lines of code, are on-line and 703 programs comprised of 9,362,508 lines of code are batch processing. Screens and transactions are defined in CICS. Job Control Language (JCL) is used for batch processing.
- 2) In addition there are supplementary programs used nationally for Quality Control, interstate benefits (ICON) and Cross match, which are in COBOL. These programs, which are primarily batch, are comprised of 383,644 lines of COBOL in 480 programs, maps, copybooks, and JCL.
- 3) One advantage of the CSP application development environment is the support it offers for component- based design. The application uses a series of common modules, which standardize the implementation of certain business rules, promote code reuse and reduce application development time. However, maintenance of this system requires sophisticated analysis of its design principles to maintain the integrity of the system.

E) Other Critical Applications

The UI program uses other specialized applications, which interface with the MABS application. Major applications include:

- 1) Tax Processing System: This mainframe based transaction system processes employer contributions for UI. The system is also housed at the ADC. The application code is written in COBOL and data stored in VSAM (Virtual Storage Access Method) files.
- 2) MIDAS: The Managed Image and Data Access (MIDAS) system processes the quarterly Maryland Unemployment Insurance Contribution and Wage report and provides document management for over 220 users in the Office of Unemployment Insurance. MIDAS uses an Oracle 10 database on a Windows 2003 server. The primary software components are Input Accel, eiStream (Eastman) workflow software, Form Ware and OTG. The desktop platform uses Windows XP. MIDAS hardware and software is under contract to be

upgraded.

- 3) Internet Applications: A suite of internet applications allows employers and the unemployed to work with UI through the Internet. The internet servers are currently running Windows 2000 in IIS 5.0. Application development is in Visual Basic and data is stored in Microsoft SQL (Structured Query Language) Server. When appropriate, real time mainframe connections are made using the IBM CICS Transaction Gateway and Universal Client. Web applications are written in Microsoft technologies currently .Net. DLLR currently uses Neon Shadow for middleware to leverage the mainframe data as web services. It supports the following real time and batch interfaces with web applications used by the public and staff.
 - a) Claims by phone (staff): Claim Centers take claims by phone.
 - b) Net Claims (claimants) Filing of Initial claims.
 - c) Webcert (claimants) Filing of Bi-weekly claims.
 - d) Web 207 (employers) Filing of separations.
 - e) Web 221 (staff) Used for determinations and fact finding.
 - f) Web Correspondence (staff) Used to follow-up on additional requirements.
 - g) Web report of hire (employer) Filing of Report of Hire.
- 4) Interactive Voice Response (IVR): The agency provides an interactive voice response system to support many routine interactions with the public beyond providing agency information. The IVR allows weekly certifications of unemployment, check status inquiries, and employer tax filing. The current IVR is a proprietary application using a Windows 2003 and SQL server 2005.
- 5) Desktop Applications: UI staff uses desktop applications to conduct day-to-day work activities efficiently. Applications for the field offices and benefits units are written in Microsoft VB.Net. Tax applications are written in Computer Associates (CA) VB.Net. In most cases these applications are interfaced with mainframe applications (using Attachmate Extra for terminal emulation) or with the Oracle database as needed.

F) Customer Interface

- 1) End User Interfaces
 - a) The primary MABS customer interface is 3270 CICS screens which are accessed by DLLR UI staff using terminal emulation software. Connectivity is through DLLR's frame relay wide area network (WAN) managed by Verizon.
 - b) During 2000, the Office of Unemployment Insurance transitioned to "Call Centers" for all claims taking activity. As part of this business process reengineering, a PC based screen scraping application was developed to guide the claims taking interview. This application was written by in-house programming staff using Microsoft Visual Basic/ Microsoft Access/ and Attachmate Extra Terminal Emulation to enter and retrieve claim information from MABS. The "Claims by Phone" application is essentially an expert system that standardizes the claims interview and substantially reduces the training time for new claims-taking staff.
 - c) During 2001, the Office of UI initiated several projects involving a Web interface to the mainframe transaction processing system. These projects include "Internet

Claims” to enable the public to file directly with the system; “Employer Separations” which will allow employers to file separation notices on the internet; and “Non Monetary Determinations” which enable staff adjudicating claims to share determinations efficiently. In 2002, a Web application for filing “Weekly Certifications” was developed in Microsoft .net. These projects were primarily developed and supported by teams of agency personnel. All the projects have been implemented successfully and are in production status. The IBM TX (Transaction) Series CICS Transaction Gateway is being used to interface to MABS using both the external call interface and external presentation interface, depending on the specific transaction needed. Where feasible, batch file exchanges are also used.

- d) In the UI Office of Contributions, the Tax staff use desktop applications, including the MIDAS imaging systems, which provide an easy to use, integrated interface for routine tasks.

2) External System Interfaces

- a) The agency IVR system allows claimants to file their weekly certifications of unemployment by phone. The interface with this ‘telecert’ system is a daily batch file exchange.
- b) ICON is a daily batch file exchange of wage and claim data with other states through a national clearinghouse. This system allows claims to be filed from anywhere in the United States.
- c) Interfaces with other Maryland and federal agencies are implemented as batch jobs, which are run daily, weekly, monthly, quarterly, and annually depending on the needs of the process. These include data exchanges with the Maryland Department of Human Resources, Child Support Enforcement Administration, the federal Social Security Administration, the federal Health and Human Services Office of Child Support Enforcement, National Directory of New Hires, Internal Revenue Service (IRS), the Comptrollers Central Collection Unit, etc.
- d) In addition, each quarter employers with 100 or more employees file wage reports electronically using tapes, cartridges or disks. Wages can also be filed by email (with an optional digital signature for security) and the Internet with the quarterly contributions report.
- e) The agency has implemented Personal Computer / Local Area Network database systems for specialized workflow processes such as Appeals and Tax which have daily data exchanges with MABS and the mainframe Tax system.

G) Administrative Interface

The MABS administrative interfaces are mainframe CICS screens, which are used to manage security. These are provided through the same network and communications environment as the rest of the application. Administrative work in other systems is either managed through network administration or custom application features.

2.5 PROFESSIONAL DEVELOPMENT

Technology continuously changes. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education would be associated with the technologies currently utilized by DLLR or anticipated to be implemented by DLLR in the near future. With DLLR prior approval, the time allocated to these continuing education activities for staff deployed to DLLR on a full-time basis may be charged to this task order. Actual course costs are the responsibility of the TO Contractor.

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

The TO Contractor shall provide a total of four highly qualified full-time, dedicated technical personnel on-site at DLLR.

- A). TO Contractor support personnel will carry out assignments from DLLR/OIT supervisors, which will be tracked and reported using OIT workload management processes. Assignments will include correcting processing problems, minor enhancements, or long-term project assignments. Some assignments will require significant analysis and design, including database design skills. Technical staff proposed must have the specific skill sets defined in this TORFP and work under the direction of DLLR OIT, in accordance with DLLR OIT system management procedures. DLLR OIT retains responsibility for the successful operation of the systems assigned to DLLR OIT management.
- B) The TO Contractor support personnel will also carry out assignments under the direction of DLLR OIT management staff designing mainframe transaction processing systems for MABS maintenance and enhancement tasks including correcting processing problems, minor enhancements, or long term project assignments.
- C) At a minimum, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:
- D) Recurring and Non-Recurring Duties - Time & Materials

Typical recurring and non-recurring duties may include:

- Initial knowledge transfer to the TO Contractor support personnel
- Mainframe Analysis / Programming Problem resolution
- Mainframe Analysis / Programming Support for implementing legislative mandates
- Mainframe Analysis / Programming enhancements

2.6.2 WORK HOURS

The TO Contractor's assigned personnel will work an eight-hour day (8:00 AM to 5:00 PM), Monday through Friday except for State holidays.

2.6.3 SERVICE LEVEL AGREEMENT

- A) The TO Contractor shall provide four experienced programmer/analysts to work with and under the direction of DLLR OIT management staff on tasks described in paragraph 2.6.1, TO Contractor Personnel Duties and Responsibilities and paragraph 2.7, Deliverables.
- B) The TO Contractor staff assigned to the TO shall work on-site at DLLR, unless otherwise approved by DLLR's TO Manager, and shall adhere to DLLR's policies regarding the use of telephone, internet, computer equipment and DLLR's Human Resources Employment Policies.
- C) The TO Contractor's personnel shall provide weekly, monthly and upon request reports on the status of all active assignments to include work accomplished.
- D) Hardware shall not be required under this TO.
- E) Software shall not be required under this TO. Software developed under this TO will be considered an integral part of the MABS system and owned exclusively by DLLR.

- F) OIT's internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management will apply to all work under this TO. TO Contractor staff assigned to the TO shall adhere to these policies as directed by DLLR OIT Management. (See Section 2.8)

2.6.4 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11 to TO Contractor Performance Evaluation and Standards. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.5 below.

2.6.5 PERFORMANCE PROBLEM MITIGATION

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will pursue the following established mitigation process, prior to requesting that the TO Contractor provide a replacement employee.

- A) The TO Manager shall give written notice of performance issues to the TO Contractor, clearly describing the problem and delineating remediation requirement(s).
- B) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement immediately upon written acceptance of the TO Manager.
- C) Should performance issues persist, the TO Manager shall give written notice or request immediate removal of the individual whose performance is at issue

2.6.6 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in section 2.9. The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the TO Manager. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel specifying their intended approved labor category along with their initial request as soon as the need for substitution is known but no longer than 3 days from the initial request. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7 DELIVERABLES

- A) The TO Contractor shall be responsible for providing, on a continual basis for all the following assigned tasks, the personnel required in this TORFP from the NTP to May 31, 2014 as specified by the TO Manager.

- 2.7.1 Support Benefit Programs:** The TO Contractor shall provide on-site dedicated programming support to modify MABS programming and database structure to handle benefit payment programs flexibly and accurately. This includes adjustments to processes governing payments, recovery of overpayments, charging of benefits, purging of multiple programs and correct transition of claimants from one program to another. This work involves analyzing and adjusting defects in current system operation as well as enhancements. It is expected that a minimum of 60 tasks a year will be completed in this task area.

Deliverable 2.7.1.1 Complete 60 tasks minimum in the 1st contract year;

- Deliverable 2.7.1.2 Complete 60 tasks minimum in the 2nd contract year;
- Deliverable 2.7.1.3 Complete 60 tasks minimum in the 3rd contract year;
- Deliverable 2.7.1.4 Complete 60 tasks minimum in the 4th contract year;
- Deliverable 2.7.1.5 Complete 60 tasks minimum in the 5th contract year

2.7.2 Support Web-Enabling Claims Taking Process: The TO Contractor shall provide programming support to Web-enabling claims taking and redesign monetary determination processes to support automated interfaces with external programs and monetary determinations for multiple programs with various eligibility rules. This work involves analyzing and adjusting defects in current system operation as well as enhancements. It is expected that a minimum of 60 tasks a year will be completed in this task area.

- Deliverable 2.7.2.1 Complete 60 tasks minimum in the 1st contract year;
- Deliverable 2.7.2.2 Complete 60 tasks minimum in the 2nd contract year;
- Deliverable 2.7.2.3 Complete 60 tasks minimum in the 3rd contract year;
- Deliverable 2.7.2.4 Complete 60 tasks minimum in the 4th contract year;
- Deliverable 2.7.2.5 Complete 60 tasks minimum in the 5th contract year

2.7.3 Support Call Center Implementation: The TO Contractor shall provide programming support to modify claims taking interfaces and workflow to improve support for business changes to complete the migration from field offices to call centers. This includes improving screen edits, providing screens for Trade Readjustment Act (TRA) petition maintenance, and modifying screen flow. This work tends to require extensive requirements analysis and user testing. It is expected that 12 tasks a year will be completed in this task area at a minimum.

- Deliverable 2.7.3.1 Complete 12 tasks minimum in the 1st contract year;
- Deliverable 2.7.3.2 Complete 12 tasks minimum in the 2nd contract year;
- Deliverable 2.7.3.3 Complete 60 tasks minimum in the 3rd contract year;
- Deliverable 2.7.3.4 Complete 60 tasks minimum in the 4th contract year;
- Deliverable 2.7.3.5 Complete 60 tasks minimum in the 5th contract year

B) Acceptance criteria for work performance shall be based on standard job performance elements including:

- Communication (oral, written, interaction with co-workers)
- Adherence to procedures and policies
- Quality of Work
- Work completion
- Timeliness
- Attitude
- Attendance
- Appearance

C) Monthly Status Report

The TO Contractor support personnel shall submit a monthly progress report in electronic format to the TO Manager, kreichelt@dllr.state.md.us The progress report shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information

- Date submitted, TO Requesting Agency name, TO Agreement number, functional area name and number, TO Contractor support personnel name, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the month period. Hours devoted to task and total hours.
- Deliverable progress.
- Problem areas including scope creep or deviation from the work plan.
- Status of open work orders and planned activities for the next reporting period.

- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

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

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor’s proposed staff must demonstrate expertise in the following:

- A) Total Experience – A minimum of at least eight (8) years of hands-on experience in software development programming with at least five (5) years in IT systems analysis and programming with significant experience in designing mainframe transaction processing systems.
- B) Specialized Experience - Minimum specific experience of at least three (3) or more years of experience in structured analysis and design, TSO, JCL, DB2 database programming, COBOL programming, CICS Transaction, Gateway programming (Java and Visual Basic), Structured Query Language, CICS programming, CSP programming and 'web to legacy' system design. The experience is not in addition to but is a part of the general experience required in the paragraph above.
- C) Skill Set Experience - Recent hands-on experience using the above specialized experience within the last three (3) years in a UI Benefits environment is highly desirable.
- D) Education and Other Requirements - Minimum educational requirements as specified in 2.9.1.1 B) are needed to qualify for the position. The DLLR Task Order Manager may approve substitutions of experience and/or certifications for education if the DLLR Task Order Manager determines the experience is superior in nature and provides the skills at a level necessary to successfully perform the duties of the position.
- E) Communication - The Contractor's proposed staff must possess effective oral and written communication skills to effectively communicate with State staff.

2.9.1 SKILL LABOR CATEGORIES

2.9.1.1 Senior Computer Programmer / Analyst or equivalent Skills and Experience

- A) Duties: Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.
- B) Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A

Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

- C) General Experience: Must have eight (8) years of programming experience in software development or maintenance.
- D) Specialized Experience: At least five (5) years of experience in IT systems analysis and programming.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

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

2.11 INVOICE SUBMISSION

- A) 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 will reflect costs for hours worked. A copy of the certified timesheets shall accompany all invoices submitted for payment. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor. 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.
- B) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. 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.

2.11.1 INVOICE FORMAT

- A) The invoice shall identify Department of Labor, Licensing and Regulation as the TO Requesting Agency, 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 and the following
 - 1) The name and address of the State agency being billed;
 - 2) The vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number;
 - 3) The Invoice Date, Invoice Number, Amount Due, the associated CATS Project Number, Purchase Order Number being billed, period of performance covered by the invoice, Task Description and a Contractor Point of Contact (POC) and phone number; and
 - 4) Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail work hours submitted for payment to the Department of Labor, Licensing and Regulation at the following address:
 - Department of Labor, Licensing and Regulation
 - Office of Information Technology
 - Attn: Barbara Robinson, Contract Administrator
 - 1100 North Eutaw Street, Room 303

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

2.11.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DLLR at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DLLR. DLLR will monitor both the TO Contractor’s efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.12 INFORMATION SOURCES

DLLR will provide the following information sources for use in performing the required tasks:

- A) System documentation including MABS design documents;
- B) Program source code, object code, program listings, JCL sets, data file descriptors.
- C) Other documentation pertinent to assigned tasks

2.13 CHANGE ORDERS

If the TO Contractor is required to perform additional work or there is a work reduction due to unforeseen scope changes, the TO Contractor and the TO Manager shall negotiate a mutual acceptable price modification based on the TO Contractor’s proposed rates in the TO Contract and scope of the work change. No scope of work modification shall be performed until a change order is executed by the TO Procurement Officer.

2.14 SECURITY AND CONFIDENTIALITY

- A) The TO Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards located at The State Information Technology Security Policy and Standards at: doit.maryland.gov Contract Policies.
- B) Security Regarding TO Contractor-owned Computer Equipment. The TO Contractor shall not connect any of its own equipment to an Agency’s LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.
- C) The TO Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State’s site if access is needed to the State’s LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.
- D) At all times at any facility, the TO Contractor’s personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for wearing the badge in a visual location at all times.
- E) Each person who is an employee or agent of the TO Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such

employee or agent upon request of State personnel shall provide additional photo identification.

- F) Security Clearance:
- 1) The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.
 - 2) An employee of the TO Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics shall not be permitted to work on State premises pursuant to this Contract.
- G) On-site Security requirement(s): For all conditions noted below, the TO Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.
- 1) Any person who is an employee or agent of the TO Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
 - 2) Further, the TO Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the TO Contractor will be necessary. The failure of any of the TO Contractor's or Subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- H) DLLR Resources and Data Sharing: The TO Contractor shall be required to have staff sign the DLLR Resources and Data Sharing agreement, Attachment 10.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II 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 submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via your CATS II 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 II TORFP. See section 1.3 for TO Proposal Submission information. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

The Technical Proposal shall include the following sections in the order listed.

A) Transmittal Letter

A transmittal letter shall accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and reflect the individual who is authorized to commit the TO Contractor to the services and requirements as stated in the TO Proposal.

B) Title and Table of Contents

The Technical Proposal shall begin with a title page bearing the name and address of the TO Contractor and the name and number of this TORFP. A table of contents shall follow the title page for the Technical Proposal.

C) Executive Summary

The TO Contractor shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." Within the Executive Summary, the TO Contractor shall clearly identify what services they are proposing. The Summary shall provide a broad overview of the contents of the entire proposal.

- 1) The TO Contractor shall state that they have no exceptions to the requirements of this TO, the Task Order Agreement (Attachment 2), or any other attachments. Warning: Exceptions to terms and conditions shall result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
- 2) The TO Contractor shall clearly state that they are listed on the Consulting and Technical Services (CATS II) Task Order Request for Proposals (TORFP) for the functional area for which they are proposing services.

D) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

- 3) Risk Assessment: An assessment of any risks inherent in the work requirement and actions to mitigate these risks.
 - 4) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category, resumes that will be applied to meet each deliverable and to accomplish all specified work requirements.
 - 5) Acceptance Criteria: A statement acknowledging the TO Contractor's understanding of the acceptance criteria.
- E) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TORFP.
 - 3) The TO Contractor shall certify Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
 - 4) TO Contractors shall only propose personnel available at the time of this TORFP.
 - 5) Individuals proposed and accepted as personnel for this TORFP are expected to remain dedicated throughout this TORFP commitment. Substitutions will be allowed only when the TO Manager specifically agrees to the substitution in writing or due to an emergency circumstance. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in this TORFP. The burden of illustrating this comparison will be the TO Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the TORFP term.
 - 6) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary
 - 7) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.9.
- F) MBE Participation
- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.
- G) Subcontractors
- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- H) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples, to be provided at the interview, must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- f) The term of the contract,
- g) Whether the contract was terminated prior to the specified original contract termination date,
- h) Whether any available renewal option was not exercised,
- i) 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.

D) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

J) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- 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 Financial Proposal - Attachment 1 including:
 - 1) The TO Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.
 - 2) Do not change any wording of the Price Proposal Form.
 - 3) All prices entered on Attachment 1 are to be fully loaded prices as defined in the Master Contract, that include all costs/expenses associated with the provision of services as required by this TORFP. No other amount will be paid to the TO Contractor.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TO Agreement award determination, DLLR will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

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

- The Master Contractor's understanding of the TORFP Scope of Work based on the required response in Section 3.2.1.D) 1).
- Personnel experience required in section 3.2.1 E))
- Master Contractor and sub Contractor Experience and Capabilities required in Section 3.2.1.H.

4.3 SELECTION PROCEDURES

- 4.3.1 TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.9 and quality of responses to Section 3.2.1 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- 4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- 4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.
- 4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- 4.3.5 The most advantageous TO Proposal offer considering 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

- A) Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.
- B) After contract award, DLLR and the selected TO Contractor will agree on a start date of contract performance. However, the start date of contract performance will be within two weeks after contract award unless specifically otherwise agreed by DLLR and the contractor.

**ATTACHMENT 1 - SAMPLE PRICE PROPOSAL
PRICE PROPOSAL FOR CATS II TORFP #P00B9200203
LABOR CATEGORIES**

Date: _____

A. YEAR ONE thru YEAR FIVE: Include here the proposed hourly labor rate for ongoing technical staff support.

- **Maryland Automated Benefits System (MABS) Technical Staff Support**

Labor Categories	A	B	C	
	Hourly Labor Rate	Total Class Hours Annually	Quantity	Total Price TO (A x B x C)
Year One - Sr. Computer Programmer /Analyst	\$	7968	4	\$
Year Two- Sr. Computer Programmer /Analyst	\$	7968	4	\$
Year Three- Sr. Computer Programmer /Analyst	\$	7968	4	\$
Year Four - Sr. Computer Programmer /Analyst	\$	7968	4	\$
Year Five - Sr. Computer Programmer / Analyst	\$	7968	4	\$
Total Evaluated Proposed Price				\$

Note #1:

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

Note #2:

The "Total Five Year Evaluated Price for the MABS Technical staff support specified above is based on model quantities and will be used for price evaluation, comparison and selection for recommendation for award. The number of estimated hours indicated is not a guarantee of any maximum or minimum quantities under the contract and may change at any time during the term of the contract. The actual amount to be paid to the TO Contractor shall be calculated using the Time and Material specified on the Price Proposal Form (labor skill category hourly rate) and the actual number of hours administered by the TO Contractor.

Federal Employer ID No. or Social Sec. No. _____

**The Contractor (is ___) (is not ___) a Maryland State certified MBE.
Certification No.:** _____

Authorized Signature

Authorized Individual Name printed

Title

Company Name

Company Tax ID #

Note:

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the TO Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP #P00B9200203

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. POOB040043, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

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

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

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number P00B9200203	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED
SUMMARY**

TOTAL MBE PARTICIPATION:	%
TOTAL WOMAN-OWNED MBE PARTICIPATION:	%
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	%

Document Prepared By: (please print or type)
 Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # P00B9200203, I state the following:

- 6. Offeror identified opportunities to subcontract in these specific work categories:

- 7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

- 8. Offeror made the following attempts to contact personally the solicited MBEs:

- 9. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- 10. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. P00B9200203, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP #P00B9200203 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
---	--

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE)Zanes Cypress (AGENCY NAME) MBE Liaison (ADDRESS, ROOM NUMBER)500 N. Calvert St (CITY, STATE ZIP)Baltimore, Maryland 21202 (EMAIL ADDRESS)zcypress@dllr.state.md.us	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE)Latesa Thomas (AGENCY NAME) Procurement Officer (ADDRESS, ROOM NUMBER) 500 N. Calvert St (CITY, STATE ZIP)Baltimore, Maryland 21202 (EMAIL ADDRESS)lthomas@dllr.state.md.us
---	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS II TORFP #P00B9200203 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) Zanes Cypress (AGENCY NAME) MBE Liaison (ADDRESS, ROOM NUMBER) 500 N. Calvert St (CITY, STATE ZIP) Baltimore, MD 21202 (EMAIL ADDRESS) zcypress@dllr.state.md.us	(TO PROCUREMENT OFFICER OR APPLICABLE POC NAME, TITLE) Latesa Thomas (AGENCY NAME) Procurement Officer (ADDRESS, ROOM NUMBER) 500 N. Calvert St (CITY, STATE ZIP) Baltimore, Maryland 21202 (EMAIL ADDRESS) lthomas@dllr.state.md.us
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Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP # **ADPICS PO number** OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, **TO Requesting Agency**.

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 **TO Requesting Agency**, as identified in the CATS II TORFP # **ADPICS PO**.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # **ADPICS PO**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and **MASTER CONTRACTOR** dated **xxx 2009**.
 - d. “TO Procurement Officer” means **TO Procurement Officer**. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the **TO Requesting Agency** and **MASTER CONTRACTOR**.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland 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 Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated **date of TO Proposal - FINANCIAL**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede 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 II 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 II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

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

3. Time for Performance.

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

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed **\$total amount of task order**. 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 II 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 **Federal ID number**. 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: insert name, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 - Conflict Of Interest Affidavit And Disclosure

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

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

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

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

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

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

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

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II 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 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS II RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.12 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

Address: **1100 North Eutaw Street, Basement Conference Room
Baltimore, Maryland 21201**

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, 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 II TORFP #ADPICS PO for TORFP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, 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 under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO 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 SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its **TO Requesting Agency** (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 **TORFP Title** TORFP No. **ADPICS PO** dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services II procurement issued by the Department, Project Number 060B9800035; 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.

Contractor/Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS II Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS II master contract. Requirements for TO management can be found in the CATS II 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 No (If no, explain why) _____

Section 4 – MBE Participation

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

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

Yes No (If no, explain why) _____

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

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

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

Yes No (If no, explain why) _____

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

Yes No

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

Section 5 – TO Change Management

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

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 10 - DLLR RESOURCES AND DATA SHARING AGREEMENT

Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential data maintained by the Maryland Department of Labor, Licensing and Regulation ("DLLR") which was released to my employer, the

_____.

These confidential records include data related to participants who have or are currently receiving employment, training or Unemployment Insurance services.

I understand that I may use the data only in conjunction with certain duties with respect to my employment, as specifically described below:

I agree to retain original data files, and any derivative files that contain identification of employers and employees, only for the period of time required to complete the explicitly stated purposes above. When these purposes are completed, I agree to immediately notify DLLR to either return the files or certify destruction of the files in writing within 10 days of such notice.

I understand that I may not discuss with or reveal to anyone, in any manner, any of the information I obtain from that data, except to other persons also having authorization to this data, and only for purposes of performing my duties as set forth above. I understand that I may not reveal such information to my friends or family, nor use the information for any personal, commercial, or political use.

I understand that the data is confidential and protected by federal and state laws, and that if I improperly use or reveal this confidential information, I may be subject to prosecution, fines, imprisonment, or other sanctions permissible under law. I understand and agree that I will be liable for any damages resulting from my release of confidential information.

I have read this entire statement and understand that the confidential data must be used only for the specific purpose set forth above and that use of this information for any other purpose is strictly prohibited.

Signature

Name - Print or Type

Date

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

Printed Name and Address
of Employee or Agent

Signature

Date

