



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

**DLLR E-Licensing Licensing System (ELS)  
Operations and Maintenance Support TORFP**

**CATS II TORFP # P00B400171**

**Department of Labor, Licensing and Regulation (DLLR)**

**ISSUE DATE: April 1, 2010**

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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.

<b>TORFP NAME:</b>	<b>DLLR Electronic Licensing System (ELS) Operations and Maintenance</b>
<b>FUNCTIONAL AREA:</b>	<b>FA05-Software Engineering</b>
<b>TORFP ISSUE DATE:</b>	April 1, 2010
<b>Closing Date and Time:</b>	April 30, 2010
<b>TORFP Issuing Office:</b>	Department of Labor, Licensing and Regulation (DLLR)
<b>Questions and Proposals are to be sent to:</b>	Latesa Thomas Email: lthomas@dllr.state.md.us
<b>TO Procurement Officer</b>	Latesa Thomas Office Phone: (410) 230-6031 Office Fax: (410)-333-3384
<b>TO Manager:</b>	Klaus Reichelt Office Phone: (410)-767-2142 Office Fax: (410)-333-5304 Email: kreichert@dllr.state.md.us
<b>Project Number:</b>	P00B400171
<b>TO Type:</b>	Time and Materials (TM)
<b>Period of Performance:</b>	NTP to May 31, 2014
<b>MBE Goal:</b>	0 percent
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	DLLR, 1100 North Eutaw Street, Room 303, Baltimore, MD 21201
<b>State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:</b>	DLLR will furnish work site and/or access to equipment, facilities or personnel.
<b>TO Pre-Proposal Conference:</b>	April 9, 2010 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 2.14 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](mailto: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 # P00B400171**.

- The first file will be the TO Proposal technical response to this TORFP and titled, “**CATS II TORFP #P00B400171**”.
- The second file will be the financial response to this CATS II TORFP and titled, “**CATS II TORFP #P00B400171 - 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)

An overall Minority Business Enterprises (MBE) sub contractor participation goal of 0% (zero percent) has been established for this contract.

However, Minority Business Enterprise (MBE) are encouraged to respond to this solicitation. MBE vendors are encouraged to obtain certification from the Maryland Department of Transportation, Office of Minority Business Enterprise. All questions related to certification should be directed to:

Maryland Department of Transportation  
Office of Minority Business Enterprise  
7201 Corporate Center Drive  
Hanover, Maryland 21076  
(410) 865-1269  
(800) 544-6056

## **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 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

- A) The Maryland Department of Labor, Licensing and Regulation (DLLR) is issuing this CATS II TORFP to obtain an Advanced Technology Senior Application Developer or equivalent skills and experience technician to provide Operations and Maintenance (O&M) support to include functional analyses, program software development, enhancements/modifications, analytical services, testing services and payment services in support of DLLR's Division of Occupational & Professional Licensing and Division of Financial Regulation, Web based Electronic Licensing System (ELS).
- B) This TORFP is for O&M support services based on time and materials (T&M) up to the hours defined in Attachment 1- OPERATIONS AND MAINTENANCE PRICE PROPOSAL.
- C) Work will be defined and approved in accordance with the Work Order, and the TO Contractor shall not proceed with any work until after a Work Order is approved in accordance with the policies and procedures defined in this TORFP.
- D) Work to be accomplished on-site at DLLR or remotely with the TO Manager's approval.

### 2.2 REQUESTING AGENCY INFORMATION

- A) DLLR's Divisions of Occupational & Professional Licensing and Financial Regulation currently have an ELS that provides for occupational, professional and financial licensing services via the Internet. Applicants and licensees are able to request an original license, renew their current license, register for certain examinations and pay for their license on-line with a credit/debit card. In addition, members of the public can access the system to determine whether an individual is licensed. DLLR has over 190,000 licensees and over 80% use the Internet to renew their license.
- B) DLLR has four programmer/analysts assigned to the ELS. However, DLLR does not have the necessary technical skills to modify or enhance the applications resident on DLLR's web server. The system generates a large and complex maintenance workload in response to State mandated changes, reengineered business processes, and improvements requested by users. DLLR supplements the in-house programming staff with expert contractor resources to address challenging maintenance and enhancement requests.
- C) This TORFP is focused on meeting DLLR's need for continued programming support including development, modification, analytical, testing and payment services for its web based ELS.

### 2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

DLLR shall coordinate all TO Contractor team activities required by this TORFP. DLLR shall oversee the activities and performance of all TO Contractor support provided by the Master Contractor in support of this project. The TO Contractor personnel 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 and the status of all task orders.

### 2.4 SYSTEM BACKGROUND AND DESCRIPTION

- A) DLLR's ELS was developed both in-house and by an outside contractor in 1997 and has continued to expand until the present. The backend was developed by the inside OIT (Office of Information Technology) programmers and the front end was developed by the outside contractor. DLLR's backend ELS is housed on an IBM Power 6 520 Model 8203 server. IBM Database2 is the database management system.
- B) ELS Physical Architecture

1. IBM Power 6 520 model 8203 server located at 1100 N. Eutaw, Baltimore, MD
2. Operating system: OS/400 v6r1
3. Database: DB2 is the database management system

C) ELS Front End- Internet Applications

A suite of internet applications allows Occupational & Professional licensees and Financial licensees to enter their original, renewal and changes on the Internet. In addition, members of the public can access the system to determine whether an individual is licensed. The internet servers are currently running Windows 2003 in IIS 6.0. Application development is in PERL (Practical Extraction & Report Language).

D) ELS Back End

Occupational & Professional Licensing and Financial Regulation Licensing Systems: These systems process licensee information for DLLR. The systems are housed on the backend on a mini computer system at DLLR. The application code is written in RPG and data is stored on a DB2 database.

E) ELS Environment

- 1) The ELS environment consists of 3 environments - Development, Test and Production.
- 2) All ELS folders are consolidated under one folder. Developers have the ability to access the Development server to their webroot folder.
- 3) All system configuration requests like IIS configuration changes, folder rights, etc. are submitted to the OIT LAN Support unit.
- 4) The Development and Test web applications connect to the ELS Test region for Development and Testing.
- 5) Once the application is developed the developer submits a migration request to deploy the ELS code to the Programming Supervisor in the following format:
  - Request Date:
  - Web App Name:
  - Deployment Target Server:
  - E-Mail Subject Heading
- 6) After the ELS code is executed the ELS application can be tested by the users in the test region.
- 7) After a successful test another migration request is sent to migrate the application to production.

## **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.



## 2.6 REQUIREMENTS

### 2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

- A) The TO Contractor proposed personnel must demonstrate a level of expertise in providing O&M support services in performing technical support to include functional analyses, software programming, enhancements/ modifications, analytical services, testing services and payment services as outlined in this TORFP in support of DLLR's Division of Occupational & Professional Licensing and Division of Financial Regulation, web based ELS.
- B) TO Contractor support personnel will carry out assignments from the TO Manager or authorized designee which will be tracked and reported.
- C) Programming support shall include but not limited to, development, modification, analytical, testing and payment services assignments for the ELS, such as:
  - 1. Correcting processing problems and adding minor enhancements.
  - 2. Assignments that require significant analysis and design skills.
  - 3. Modifying the programming to handle on-line data-entry and payment.
  - 4. Analyzing and adjusting defects in current system operation as well as enhancements.
  - 5. Technical documentation for the technical services provided.
- D) All O&M work must be approved by the DLLR TO Manager or authorized designee prior to execution. A TO Contractor collaboration tool, must be used to track and manage all work performed under this TORFP. The collaboration tool is a requirement of the TO Contractor in fulfilling the obligations of this TORFP.
- E) All work will be assigned via a "Work Order" and managed/tracked through the TO Contractor's collaboration tool. Review meetings will be required as deemed necessary by the DLLR TO Manager or authorized designee.
  - 1. All work must be approved by the TO Manager or authorized designee prior to the start of any work.
  - 2. All work performed by the TO Contractor personnel must first be captured and detailed in a level of effort (LOE) cost estimate which shall include hours, target due dates for Development, Testing and Production.
- F) The TO Contractor personnel shall be responsible for testing all changes prior to deployment into the ELS environment (see section 2.4 E).

### 2.6.2 THE WORK ORDER PROCESS AND SUPPORTING COLLABORATION TOOL

- A) The Work Orders will be defined to support the following activities:
  - 1. Maintenance changes as required to the existing ELS production environment;
  - 2. Enhancements to the ELS based on DLLR, user feedback, or DLLR requirements;
  - 3. Implement maintenance improvements;
  - 4. Resolve Production issues/defects that may arise. Production work will take precedence over any work;
  - 5. Support for enhancement legislative changes and requirements.
- B) DLLR documents the Work Order requirements in the collaboration tool and assigns an initial status (open, hold, approved) and priority (urgent, high, medium, low).
- C) The task is assessed by the TO Contractor level of effort (LOE) estimates hours/cost and estimated date for User Acceptance Testing (UAT).
  - DLLR at its discretion may provide directions for automatic approval (i.e. if less than 5 hours LOE, automatically approved).
- D) DLLR determines whether or not to proceed with the task requirements as defined. Dialogue may ensue. The task will change to "approved" or "cancel/closed" status. Or the task may remain on "hold" status pending further discussion or further review at a later date.

- E) If "approved" to proceed, the TO Contractor will complete the task in accordance with the Maryland SDLC.
  - Design, develop, test, deploy into the ELS Test environment;
  - The task will be updated by the TO Contractor as the task changes stages.
- F) When completed through development and testing, the change is turned over to DLLR for User Acceptance Testing (UAT).
  - If issues are found, Steps D and E repeat until the changes are deemed "accepted" by DLLR.
  - The task will be updated by DLLR or the TO Contractor as it changes stages.
- G) When the task is accepted, the DLLR OIT staff will implement the changes into the ELS production environment. If deemed necessary, the TO Contractor personnel may be asked to facilitate the installation of the changes into the ELS production environment.
- H) Once the change is installed into the ELS production environment, DLLR will facilitate final acceptance and validation of the change.
  - If issues are found, steps 4-7 repeat until the changes are deemed "accepted" by DLLR.
- I) DLLR marks the task as "Closed" in the collaboration tool.

### **2.6.3 WORK HOURS**

The TO Contractor's assigned personnel will be able to work on-site 8:00 AM to 5:00 PM, Monday through Friday except for State Holidays for O&M support services based on a time and materials (T&M) basis as approved by the TO Manager or authorized designee.

### **2.6.4 DUTIES AND RESPONSIBILITIES**

- A) Work to be accomplished on-site at DLLR or remotely with the TO Manager's approval. The TO Contractor personnel assigned to the TORF shall adhere to all DLLR's policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, data management, telephone, internet, computer equipment and DLLR's Human Resources Policies
- B) The TO Contractor's personnel shall provide bi-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 ELS system and owned exclusively by DLLR.
- F) Based on the severity of an issue, the TO Contractor personnel shall provide responses and support based on the following Service Level Agreement (SLA), with services available Monday through Friday from 8:00 AM to 5:00 PM, Eastern Time:
  - Urgent: (ELS apps down): Response within 1 hour of initial contact.
  - High: (Portion of the ELS apps down): Response within 4 hours of initial contact
  - Normal: Response within 1 business day of initial contact.
  - Low: Response within 1 business day of contact.

The TO Contractor must provide details as to the support model which will facilitate this task (i.e. first contact, back-up contact, phone numbers, e-mails).

- G) The TO Contractor is not responsible for maintenance of DLLR's hardware or software and Desktop Operating System.
- H) This TORFP is for O&M support services based on a time and materials (T&M) basis up to the hours defined in Attachment 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL.

### **2.6.5 PERFORMANCE EVALUATION**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for assignments 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 DLLR are subject to the mitigation process described in Section 2.6.5 below.

### **2.6.6 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

### **2.6.7 SUBSTITUTION OF PERSONNEL**

- A) Individuals proposed and accepted as personnel for this TO Agreement are expected to remain dedicated throughout this TO Agreement commitment. 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 written 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.
- B) In the event that DLLR is not satisfied with the performance of the TO Contractor's personnel, the DLLR TO Manager will notify the TO Contractor in writing, describing the problem and delineating remediation requirements. The TO Contractor shall have 3 business days to respond with a written remediation plan. The plan will be implemented immediately upon acceptance by DLLR's TO Manager. Should performance issues persist, the DLLR TO Manager may give written notice or request immediate removal of the individual whose performance is at issue.
- C) The TO Contractor may not substitute personnel, other than by reason of death or sudden incapacitating illness projected to last more than 5 days, or termination of employment, without the prior approval of the DLLR TO Manager. To replace any personnel, the TO Contractor shall submit resumes to the DLLR TO Manager of the proposed personnel specifying their intended approved labor category. All proposed substitute personnel shall have qualifications at least equal or greater to those of the replaced personnel and must be approved by the DLLR TO Manager. The DLLR TO Manager shall have the option to interview the proposed substitute personnel. After interviewing, the DLLR TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.
- D) In the event of TO Contractor personnel replacement for any reason, the TO Contractor is responsible for providing the knowledge transfer to the approved replacement personnel. This knowledge transfer shall be performed at no additional cost to DLLR. Frequent personnel replacement may result in termination of this contract.

## 2.7 DLLR SUPPLIED SERVICES AND FACILITIES

- A) At DLLR, 1100 N. Eutaw Street, Baltimore, MD 21201 a reasonable level of the following items may be provided as needed:
- Work Space;
  - On-side PC equipment;
  - Access to telephone and fax equipment (local use only);
  - Photocopier(s) and printer(s).
- B) Parking is not provided and may not be charged to DLLR.
- C) DLLR will not pay for any costs incurred at the TO Contractor site not included in the cost proposal for this TORFP.
- D) DLLR will provide the following information technology for use in performing this task as required:
- Any available system documentation; program code.
  - If needed and approved remote VPN access to the ELS
    - 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.
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's personnel and sub-Contractors are to follow a consistent methodology for all TO Contractor activities.
- The State of Maryland ADA Policies and Standards (<http://doit.maryland.gov> (search: nva))
- The State of Maryland security accreditation guidelines:  
<http://doit.maryland.gov/support/Pages/SecurityCertAccreditation.aspx>
- All work performed for this project must be performed in the Continental U.S. No work may be performed or outsourced to resources located outside of the Continental U.S.

## 2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The TO Contractor’s proposed personnel must possess and be able to demonstrate expertise in the following minimum qualifications.

- 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 web based transaction processing systems with applications using the following specialized technologies.

1. Experience in real time data entry/retrieval and real time electronic payment options in the development of a program;
  2. Experience in open architecture programming on the Internet;
  3. Experience in encryption technology for data and payment transactions. Ability to setup, program, integrate and test Internet applications for state-of-the art encryption technology for data and payment transactions. Proposed staff shall understand and apply not only the technical protocols, but shall also ensure all applicable laws regulations, standards and policies are adhered to in their support.
- B) Specialized Experience - Specific experience in programming/analytical/testing services with at least three (3) or more years of experience in
1. Structured analysis and design;
  2. PERL functional and Object-Oriented programming;
  3. SQL & stored procedures;
  4. Verisign (PayPal) interface programming;
  5. Requirements definition;
  6. IIS server configuration a plus;
  7. HTML;
  8. Java (JDBC driver);
  9. Knowledge of Inline (JAVA PERL Library);
  10. Java package programming a plus;
  11. Enterprise messaging architecture knowledge a plus.

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.
- D) Education and Other Requirements -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 five (5) 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..
- E) Communication - The TO Contractor's proposed personnel must possess effective oral and written communication skills to effectively communicate with State personnel.
- F) It is desirable that the above experience and skills are possessed by one proposed personnel.

## **2.10 RETAINAGE**

Due to the nature of O&M work and the acceptance process by DLLR, there shall be no retainage required for this contract.

## **2.11 INVOICING**

### **2.11.1 INVOICING Time and Materials (O&M)**

The activities associated to O&M shall be invoiced upon completion of work order(s) on a monthly basis for all work authorized by the DLLR TO Manager within the previous month. The TO Contractor shall provide an *O&M Activity Report* (frequency – either bi-weekly or monthly will be determined by the DLLR TO Manager which details each approved task, task tracking number, and duration of time expended per resource category. The DLLR- O&M Activity reports must be included with the corresponding invoice.

## 2.11.2 PROCEDURES FOR SUBMITTING AN INVOICE

A) The invoice packet shall identify Department of Labor, Licensing and Regulation (as the TO Requesting Agency) appropriate O&M Activity Reports, labor category, associated CATS II TORFP #, 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 TO Contractor 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 II TORFP #, 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 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  
Baltimore, MD 21201

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.

## 2.12 REPORTING

The TO Contractor and the TO Manager shall conduct bi-weekly progress meetings as required at 1100 N. Eutaw, Room 303, Baltimore, MD 21201 A project progress report shall be submitted in advance of the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and "Progress Report" to be included in the e-mail subject line.
- Work accomplished during the period.
- Problem areas.
- Planned activities for the next reporting period.

An accounting report for the current period and a cumulative summary of the totals for both the current and previous reporting period. The accounting report shall include amounts invoiced to date and paid to date

## 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 TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change based on the hours required. No scope of work modifications 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 <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- 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) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the



specified work requirements. Additionally, this must also clarify how the Master Contractor will fulfill the MBE requirement and meet SLA (Service Level Agreement) time requirements.

- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.
- 7) Knowledge Transfer plan: The initial transfer of knowledge to the selected Master Contractor will be the first Work Order assigned. This knowledge transfer will include ELS system documentation and access to the ELS test environment residing on the DLLR computer network.
- 8) Collaboration Tool(s) and Support Processes

E) Proposed Personnel

- 1) Identify and provide resumes for the proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP. The proposed personnel will be vetted based on the following criteria:
  - Resume;
  - 3 references for work performed of similar scope and magnitude;
  - Interview with DLLR to occur during the evaluation process;
  - Attachment 5-Labor Classification Personnel Resume Summary;
  - Meet Minimum Qualifications as specified in section 2.9.
- 2) The TO Contractor shall certify that the proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with this TORFP.
- 3) Complete and provide, Attachment 5 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TORFP.
- 5) The proposed personnel must meet all the qualifications as defined in the Labor Categories for which offered and documented in Attachment 5 - Labor Classification Personnel Resume Summary.
- 6) TO Contractors shall only propose personnel available at the time of this TORFP.
- 7) Proposed personnel 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.

F) Staffing Strategy

1) Given the nature of the work to be performed under this contract i.e. the work is not in a steady stream and there are periods of minimal work it is important to maintain the continuity of skill on the project by using a single proposed personnel as the main technical lead who works on the project. There are times when this is a full-time and times when this is a part-time project. The TO Contractor must provide a detailed staffing strategy showing how the TO Contractor's proposed personnel will support DLLR in conjunction with other work assignments that they may have from the TO Contractor.

2) Provide insight into the Contractor's contingency staffing plan should the proposed personnel become unavailable.

3) Detail how the SLA's will be managed and adhered to.

G) REMOVED

H) Subcontractors

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

I) Master Contractor and Subcontractor Experience and Capabilities

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 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.

The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.

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

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

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

K) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

L) 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) Attachment 1 - Completed Financial Proposal.
- C) This TORFP is for O&M support services based on a time and materials (T&M) basis up to the hours defined in Attachment 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL.

- D) DLLR is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite staff support of the ELS system on an as needed basis. The price per work order shall be based on direct labor hours expended at the fully loaded hourly rates. The labor rates for the labor category shall be the fully loaded hourly rate that includes all direct, indirect costs, general and administrative, and profit for the TO Contractor. TO Contractor resource management, invoicing, and progress reporting activities shall be included in the fully loaded rate.
- E) The resulting contract from this TORFP will be an Indefinite Demand Indefinite Quantity (IDIQ) Fixed Labor Price contract (as defined in COMAR 21.06.03) subject to the contract ceiling amount that shall not be exceeded without the necessary Contract Modifications or Change Order (CO) approval requirements. The contract ceiling amount is based on the number of hours in Attachment 1. Hours exceeding those numbers require Contract Modification or Change Order (CO) approval.
- F) No other amounts or costs will be paid to the Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the prices(s) proposed on the Price Proposal.
- G) The Offeror shall:
  - 1) Not make any wording changes on the Price Proposal Form.
  - 2) Not specify any conditions or amendments to the Price Proposal Form.
  - 3) The offer will be declared unacceptable if 1) and/or 2) are ignored.

## **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 TO Contractor's understanding of the TORFP services being requested.
- The TO Contractor's proposed Personnel experiences and skills required in this TORFP.
- The TO Contractor's experience and expertise in providing similar services for similar services.
- The TO Contractor's staffing and support models and (whose?) references.

### **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 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.

**ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL**

**PRICE PROPOSAL FOR CATS II TORFP #P00B400171  
LABOR CATEGORIES**

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

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

**Electronic Licensing System (ELS) Technical Staff Support**

Labor Categories	A	B	C	D
	Hourly Labor Rate	Total Class Hours Annually	Quantity	Total Proposed CATS II TORFP Price (A x B x C = D)
<b>Year One</b> - Advanced Technology Senior Application Developer	\$	1,040	1	\$
<b>Year Two</b> - Advanced Technology Senior Application Developer	\$	1,040	1	\$
<b>Year Three</b> - Advanced Technology Senior Application Developer	\$	1,040	1	\$
<b>Year Four</b> - Advanced Technology Senior Application Developer	\$	1,040	1	\$
<b>Year Five</b> - Advanced Technology Senior Application Developer	\$	1,040	1	\$
<b>Total Evaluated Proposed Price</b>				\$

**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 FiveYear Evaluated Price for the ELS 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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 - 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, 2010X 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 2010.
  - 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)**

<b>Proposed Individual's Name/Company:</b>	<b>How does the proposed individual meet each requirement?</b>
<b>LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)</b>	
Education: (Insert the education description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from section 2.10 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:**

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

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

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

**TO Requesting Agency:**

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

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

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

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



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 ÷ 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

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

**ATTACHMENT 11 - TO CONTRACTOR PERFORMANCE EVALUATION AND STANDARDS**

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

<b>PERFORMANCE EVALUATION AND STANDARDS</b>	<b>Exceeds</b>	<b>Acceptable</b>	<b>Needs Improvement</b>
1. Were Deliverable(s) completed on time.			
2. Stakeholder Satisfaction			
3. Quality of Work			
4. Responsiveness to Deliverable request(s)			
5. Have expectations been met			
6. Responsiveness of staff to inquiries			
7. Knowledge of staff			
8. Professionalism of staff			
9. Courtesy of staff			
10. Overall level of service provided			
<b>Comments:</b>			

\_\_\_\_\_ TO Manager's Signature

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

\_\_\_\_\_ Contractor's Designated Authority's Signature Date of Signature

Printed Name \_\_\_\_\_

Printed Title \_\_\_\_\_

## ATTACHMENT 12 - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT 13 - AFFIDAVIT OF AGREEMENT**

Maryland Living Wage Requirements-Service Contracts

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

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

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

**If the Contract is a Living Wage Contract**

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

**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date