



**CONSULTING AND TECHNICAL SERVICES II (CATS II)  
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**MARYLAND BENEFIT PAYMENT CONTROL (BPC)**

**PROJECT MANAGEMENT SUPPORT**

**CATS II TORFP PROJECT # P00B0400202**

**MARYLAND DEPARTMENT OF LABOR, LICENSING & REGULATION (DLLR)**

**ISSUE DATE: NOVEMBER 16, 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>	Maryland Benefit Payment Control (BPC) Project Management Support
<b>Functional Area:</b>	IT Management & Consulting services Functional Area 10
<b>TORFP Issue Date:</b>	November 16, 2010
<b>Closing Date and Time:</b>	January 14, 2011 5:00 PM EST
<b>TORFP Issuing Office:</b>	Department of Labor, Licensing and Regulation (DLLR)
<b>Questions and Proposals are to be send to:</b>	Latesa Thomas, Procurement Officer lthomas@dllr.state.md.us
<b>TO Procurement Officer:</b>	Latesa Thomas, Procurement Officer Office Phone Number: 410-230-6031 Office FAX Number: 410-333-3384
<b>TO Manager:</b>	Melissa Ganley 410-767-8987
<b>Project Number:</b>	<b>P00B0400202</b>
<b>TO Type:</b>	Time and Materials (T&M)
<b>Period of Performance:</b>	2 Years
<b>MBE Goal:</b>	0%
<b>Small Business Reserve (SBR):</b>	No
<b>Primary Place of Performance:</b>	DLLR, 1100 N. Eutaw St. 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 as required.
<b>TO Pre-proposal Conference:</b>	<b>December 14, 2010 2:00 PM – 5:00 PM</b> Department of Labor, Licensing and Regulation 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 2.13 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 3, will then be entered into between the Department of Labor, Licensing and Regulation (DLLR) 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 DLLR e-mail system time stamp. The TO Proposal is to be submitted via **e-mail** to lthomas@dllr.state.md.us as two attachments in **MS Word protect for No Change (read only)** or PDF format. The “subject” line in the e-mail submission shall state the **TORFP # P00B0400202**.

- The first file will be the TO Proposal technical response to this TORFP and titled “**CATS II TORFP # P00B0400202- Technical**”.
- The second file will be the financial response to this CATS II TORFP and titled, “**CATS TORFP # P00B0400202- Financial**”.
- The following proposal documents must be submitted with required signatures as **Adobe.PDF** files with signatures clearly visible:
  - Attachment 1 – Price Proposal
  - Attachment 4 - Conflict of Interest and Disclosure Affidavit
  - Attachment 12 – Living Wage Affidavit

### 1.4 ORAL PRESENTATIONS/INTERVIEWS

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

### 1.5 CONFLICT OF INTEREST

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

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

### **1.6 NON-DISCLOSURE AGREEMENT**

Certain system documentation may be available for potential Offerors to review at a reading room at 1100 N. Eutaw, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) 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 a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 8.

### **1.7 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.

### **1.8 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.

### **1.9 LIVING WAGE REQUIREMENTS**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's wage requirements is contained in this solicitation (see Attachment 12). The State may determine an Offeror to be not responsible.

Contracts and Subcontractors subject to the Living Wage Law shall pay each covered employee at least a minimum amount set by law for the applicable Tier Area; currently \$11.72 per hour in the Tier 1 Area and \$8.81 per hour in the Tier 2 Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) of the SFP Article shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation has been deemed to be a Tier 1 contract.

## **SECTION 2 - SCOPE OF WORK**

### **2.1 PURPOSE**

- A) The Maryland Department of Labor, Licensing, & Regulation's (DLLR) Division of Unemployment Insurance (UI) is issuing this CATS II TORFP to acquire a project manager to manage DLLR's UI Benefit Payment Control (BPC) project. The desired outcome of this TORFP is for a certified, highly qualified project manager to manage the project effectively and produce the required deliverables for this TORFP.
- B) This TORFP is for a project management support services based on time and materials (T&M) up to the hours defined in Attachment 1 – PROJECT MANAGEMENT PRICE PROPOSAL.
- C) Onsite presence is required unless otherwise approved by the TO Manager.

### **2.2 REQUESTING AGENCY INFORMATION**

DLLR's Division of Unemployment Insurance provides benefits to persons who are unemployed through no fault of their own and who are ready, willing and able to work, and actively seeking work. The office is located at 1100 N. Eutaw, Baltimore, Maryland. All work will be performed at this location.

Within the Division of Unemployment Insurance (UI) the Benefit Payment Control (BPC) unit exists to prevent, detect and recover overpayments to claimants. Overpayments can occur for a variety of reasons, including fraud and human error.

UI has been awarded grant money from the US Department of Labor (DOL) to upgrade Maryland's BPC capabilities by purchasing Commercial-Off-The-Shelf (COTS) software. The project manager will participate in the selection of the software vendor, and oversee the successful software installation and testing. The TO Contractor shall provide a highly qualified project manager who is certified as a Management Professional (PMP) by the Project Management Institute (PMI). The individual provided by the selected TO Contractor shall apply Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) standards and methodologies to manage the COTS BPC software project.

### **2.3 MANAGEMENT ROLES AND RESPONSIBILITIES**

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

### **2.4 SYSTEM BACKGROUND AND DESCRIPTION**

- A) The project manager will be required to assist UI in evaluating the procurement software selection for the newly procured Commercial-Off-The-Shelf (COTS) software product. This product will improve and make more efficient the UI Benefit Payment Control (BPC) functions. The proposed COTS BPCS shall be a commercially available product with demonstrated ability to successfully meet UI's business and technical requirements.
- B) The COTS BPCS software will be used to improve the efficiency and accuracy of the Benefit Payment Control functions and processes. The COTS BPCS software shall automate functions for detecting claimant and employer fraud as well as identity theft.
- C) First, with earlier detection the amount of overpayments can be significantly reduced, the trust fund stabilized and employer taxes decreased.

- D) Second, the COTS BPCS will assist in the detection of overpayments with ongoing queries finding claimants who have returned to work and continue to claim funds from unemployment insurance, improving the speed of detection and reducing benefit overpayments.
- E) Third, the COTS BPCS will assist with the recovery of overpayments made to claimants. The COTS BPCS will automate documents associated with litigation, thereby reducing staff time associated with a single case and increasing the opportunity for staff to follow up on multiple cases in the same amount of time it currently takes staff to close a single case.
- F) It is understood that these three primary functions may involve three separate COTS software products, ideally from the same vendor

**2.5 PROFESSIONAL DEVELOPMENT**

Technology continuously changes. The TO Contractor must ensure continuing education opportunities for the personnel provided it does not hinder the completion of any TORFP tasks. Actual course costs are the responsibility of the TO Contractor.

**2.6 REQUIREMENTS**

**2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

The TO Contractor shall provide a highly qualified Project Manager who is certified as a Project Management Professional (PMP) by the Project Management Institute (PMI). The individual provided by the selected TO Contractor shall apply Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) standards and methodologies to manage the BPC COTS project. The estimated total support requirement is estimated at 2,132 hours with 1,968 estimated to be expended the first year and 164 hours the second year.

The proposed Project Manager (PM) shall be responsible for project management and coordination of the Benefit Payment Control Software (BPCS) project. The PM shall be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the TO Manager. PM performance quality shall be rated each month (see Attachment 11 – Deliverable Product Acceptance Form for performance rating criteria).

An asterisk (\*) by the section number below and ***bold italics*** identifies a deliverable associated with the duty / responsibility. Refer to Section 7 below for full descriptions of all deliverables and time of performance. The PM is expected to create any and all of the written deliverables that do not exist for the project, and review and update those that do exist. The PM will ensure that all deliverables are consistent with standards in the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) and State of Maryland System Development Life Cycle (SDLC) (see Section 3 below).

Project Manager (PM) – The person provided by the CATS II Master Contractor as a result of this TORFP. The PM is responsible for performing the duties and responsibilities described in this SOW, and for completing all requirements and deliverables under this TORFP. The PM reports to the Task Order (TO) Manager and oversees project work by the TO Contractor (see below). The PM strictly represents the Agency for project purposes;

Development Contractor – The Development Contractor is responsible for the system development or COTS integration, including their PM and other personnel assigned to the project. The Development Contractor reports to the PM for project purposes with oversight by the TO Manager.

The PM shall report to the TO Manager and perform the tasks described in the table below, but not limited to:

	<b>Project Management Duties</b>
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2.6.1.1*	Participate in the technical review evaluation process prior to awarding of the COTS software contract for managing and automating BPC functions.
2.6.1.2	Become thoroughly knowledgeable on all current Benefit Payment Control (BPC) activities to function as the project PM.
2.6.1.3*	<p>Provide <b><i>Project Management Support (Deliverable 2.6.2.1)</i></b> consistent with PMI and PMBOK principles of project management and the SDLC. Manage project resources including oversight of the Development Contractor and their PM. Define PM best practices for the project and perform project activities consistent with the nine knowledge areas including:</p> <ul style="list-style-type: none"> <li>• Procurement Management - consisting of procurement planning, contracts planning, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities.</li> <li>• Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.</li> <li>• Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.</li> <li>• Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.</li> <li>• Cost Management - consisting of resource planning, cost estimating, budgeting and cost control activities such as expenditure tracking and management.</li> <li>• Human Resources Management - consisting of organizational planning, project team acquisition and staff development activities.</li> <li>• Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.</li> <li>• Quality Management - consisting of quality planning, quality assurance and quality control activities.</li> <li>• Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.</li> </ul>
2.6.1.4*	Create/Update and maintain an ongoing <b><i>Project Management Plan (Deliverable 2.6.2.2)</i></b> which describes PM processes and activities including how the project will be executed, monitored and controlled. The Plan defines the managerial, technical, and supporting processes and activities and should address topics such as Scope Management, Schedule Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, Procurement Management and others as deemed necessary to manage the project.
2.6.1.5*	Develop a <b><i>Work Breakdown Structure (WBS) (Deliverable 2.6.2.3)</i></b> consistent with PMBOK standards for all project work.
2.6.1.6*	Create/Update and maintain an ongoing <b><i>Integrated Master Schedule (Deliverable 2.6.2.4)</i></b> based on the WBS (see 2.6.1.5 above) and usable for tracking project activities. This schedule should include all project management, agency and contractor activities in sufficient detail to manage the project. The schedule should include milestones, deliverables, periods of performance, degrees of completion, and assigned resources for all project activities. The activities duration in the master schedule should be at appropriate level of granularity to manage and track project progress.

	Revise and maintain ongoing updates to the Project Management Plan (see 2.6.1.3 above) and related project components as outlined in the SDLC.
2.6.1.7	Work with the Development Contractor to integrate their plan and methodology into the Integrated Master Schedule (see 2.6 above) to track all project progress. Revise and maintain ongoing updates to the Project Management Plan (see 2.6.1.3 above) and related project components as outlined in the SDLC.
2.6.1.8*	Create/Update and maintain an ongoing <b>Communications Plan (Deliverable 2.6.2.5)</b> for all project stakeholders including stakeholder contact list, distribution structure, description of information to be disseminated, schedule listing when information will be produced and method for updating the communications plan. Ensure all appropriate stakeholders have been identified and their requirements and expectations have been documented and managed within the scope of the project.
2.6.1.9 *	Create/Update and maintain an ongoing <b>Risk Management Plan (RMP) and Risk Registry (Deliverable 2.6.2.6)</b> . The RMP shall identify and prioritize potential risks to successful completion of the COTS BPCS SDLC Phases. The RMP shall incorporate pertinent risk information found in the Master Project Status Report (see 2.15 below). The RMP will include a Risk Registry of all project risks that will be updated throughout the project.
2.6.1.10	Develop, document and implement and issue escalation and resolution process for the project and communicate the process to all stakeholders.
2.6.1.11*	Create/Update a <b>Deliverable Comments Matrix (DCM) (Deliverable 2.6.2.7)</b> for each deliverable or SDLC product provided by the Development Contractor. Personally review deliverables, and coordinate the review of deliverables among appropriate stakeholders for completeness and conformance to project requirements. Document resulting issues and questions in the DCM to be resolved by the Development Contractor prior to deliverable acceptance. Review subsequent updated versions of deliverables to ensure all issues and questions have been resolved satisfactorily.  The DCM process is part of the Quality Assurance Plan (see 2.6.1.14 below).
2.6.1.12*	Create/Update a <b>Change Management Plan (Deliverable 2.6.2.8)</b> that describes the process for making changes to project scope, requirements, or cost as necessary. At a minimum, the Change Management Plan should describe the change management and approval processes, and the tools used (i.e. change request form, change order). Processes should include: <ul style="list-style-type: none"> <li>· Coordination with the TO Manager for review and approval of proposed changes to the project;</li> <li>· Coordination with Development Contractor for review and agreement on proposed changes; and</li> <li>· For approved changes, project integration management consistent with the PMBOK.</li> </ul> Additionally, the PM shall review the existing change management logs and determine which items will be taken forward for further analysis.
2.6.1.13*	Create/Update and maintain a <b>Requirements Traceability Matrix (RTM) (Deliverable 2.6.2.9)</b> that describes and provides a numbering system for all project requirements for traceability through testing. The RTM should include test scenarios and acceptance criteria for all technical and functional requirements.

	The PM will participate in requirements development as needed and trace requirements through testing and implementation via updates to the RTM. RTM updates will be in conjunction with weekly requirements / design reviews (see 2.14 below). The RTM process is part of the Quality Assurance Plan (see 2.6.1.14 below).
2.6.1.14*	Create/Update and maintain a <b>Quality Assurance (QA) Plan (Deliverable 2.6.2.10)</b> that includes the following components at a minimum: <ul style="list-style-type: none"> <li>· Description of the process for QA on project deliverables via the DCM process (see 2.11 above).</li> <li>· Description of the process for QA on requirements using the RTM (see 2.6.1.13 above).</li> </ul>
2.6.1.15*	Create / Update and maintain a <b>Master Status Report (Deliverable 2.6.2.11)</b> . Schedule and lead weekly project team meetings in which design / requirements reviews and discussions on project status, risk and issues occur. Record project status, risk and issue dispositions for the past week, and planned activities for the week upcoming, in the Status Report. The Status Report should have sections describing PM activities and needed updates to the Integrated Master Schedule (see 2.6.1.6 above), Master RMP (see 2.6.1.9 above), and RTM (see 2.6.1.13 above). The Master Status Report shall contain a section for lessons learned from the project and any other pertinent status information.
2.6.1.16	Coordinate with the Development Contractor to control the project to the Project Management Plan (see 2.6.1.6 above). Work with the Development Contractor to address schedule variances. Document schedule variances in the Integrated Master Schedule (see 2.6.1.6 above) and Master Status Report (see 2.6.1.15 above).
2.6.1.17	Collect, organize, store, and manage project documents in a central repository. This includes maintaining current and archival files (electronic and paper), collecting and distributing information to and from stakeholders, and entering updates into Agency internal weekly status reports and project tracking systems.
2.6.1.18	Function as a liaison between Department of Labor, Licensing and Regulation (DLLR) personnel, project stakeholders and the Development Contractor.
2.6.1.19	Perform other minor duties related to project management support as assigned by the TO Manager. Minor duties may include responding to phone calls and email, making photo copies, scheduling and attending ad hoc meetings, engaging in TO performance discussions, coordinating Development Contractor invoicing, and participating in Independent Verification & Validation (IV&V) assessments.
2.6.1.20*	Create/Update and maintain other management plans as deemed necessary by the TO Manager. For example, a <b>Human Resource Management Plan, Cost Management Plan, and Procurement Management Plan (Deliverable 2.6.2.12)</b> .
2.6.1.21	Manage change orders in accordance with the Change Management Plan (see 2.6.1.11 above). Work with the TO Procurement Officer to define change order scope, cost, and project impact. Perform cost-benefit analyses, and provide valid justifications for change orders. Document and coordinate the implementation of change orders with the TO Manager and Development Contractor.
2.6.1.22	Schedule and facilitate weekly status and risk discussions with the Development Contractor based on project status reports provided by the Development Contractor. Transfer pertinent status and risk dispositions to the Master Status Report (see 2.6.1.14

	above).
2.6.1.23	Prepare and submit to DLLR and the Department of Information Technology (DoIT) quarterly project financial and status reports.
2.6.1.24	Have SDLC products available at project team meetings and prepare minutes for all meetings.
2.6.1.25	Ensure project governance processes are documented and practiced.
2.6.1.26	Review and as necessary develop a written procedure for configuration control for application code promotion.
2.6.1.27	Coordinate and manage appropriate training for end users.
2.6.1.28	Identify project tasks and assignments and work with DLLR and Development Contractor to resolve workload conflicts.
2.6.1.29	Work closely with the DLLR and Development Contractor to develop or review and update detailed project requirements.  Requirements activities may include: <ul style="list-style-type: none"> <li>• Stakeholder interviews;</li> <li>• Documenting before and after business processes;</li> <li>• Review of existing requirements documentation;</li> <li>• Joint Application Development (JAD) sessions;</li> <li>• COTS software “gap fit analysis”;</li> <li>• Demonstrations of existing similar systems (benchmarking); and</li> <li>• Requirements walkthroughs</li> </ul>
2.6.1.30	Control the scope of the project leveraging tools such as the RTM (see 2.13 above) and change management activities.
2.6.1.31	Other project-related duties as assigned by TO Manager.

## 2.6.2 DELIVERABLES AND TIME OF PERFORMANCE

The table below describes the deliverables required under the TO and corresponding Time of Performance based on Notice To Proceed (NTP).

ID #	Deliverable Description	Time of Performance
2.6.2.1	<p><b><i>Project Management Support</i></b> – Encompasses the duties and responsibilities in Section 2 above and culminates in the overall effective execution and control of the COTS BPCS project. This is a single continuous deliverable encompassing all other deliverables described in this section.</p> <p>Note - The quality of this deliverable is based on PM performance in the nine PMBOK knowledge areas as applied to the BPCA project, and the quality of the written deliverables in this section.</p> <p>The Project Management Support deliverable shall be assessed by the TO Manager via the process described in Section 2.6.5.</p>	NTP onward through the duration of the TO
<p><i>Note – for each of the written deliverables below, ongoing quality will be a factor in the Monthly PM</i></p>		

Performance Rating described in Section 2.6.5.

2.6.2.2	<b>Project Management Plan</b> – An MS Word document that defines how the project will be executed, monitored and controlled. The document will be developed with input from the project team and key stakeholders. The plan should address topics including Scope Management, Schedule Management, Financial Management, Quality Management, Resource Management, Communications Management, Project Change Management, Risk Management, and Procurement Management as defined in the PMBOK.	NTP + 15 working days, updated quarterly and as needed
2.6.2.3	<b>Work Breakdown Structure (WBS)</b> – A MS Project or MS Visio document with tiers showing project milestones or phases in the top level with a breakdown of major project tasks into smaller “work packages” underneath. Work packages at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs suitable for tracking project progress.	NTP + 15 working days.
2.6.2.4	<b>Integrated Master Schedule</b> – An MS Project / Visio document based on the WBS (see 7.3 above) and suitable for tracking project activities. At a minimum, the Master Schedule shall show milestones, deliverables, times of performance, degrees of completion and resources for all project activities during the SDLC. The activities durations in the master schedule should have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated deliverable encompassing all project activities.	NTP + 20 working days, updated as needed.
2.6.2.5	<b>Communications Plan</b> – An MS Word document that captures a stakeholder contact list, the types of information to be disseminated, the format for each type, a schedule of when information will be produced and disseminated, and the method for updating the communications plan. This is a single deliverable maintained throughout the life of project.	NTP + 20 working days , Updates as needed
2.6.2.6	<b>Risk Management Plan (RMP) and Risk Registry</b> – An MS Word document that described the risk management procedures for the project. The RMP will include a table of potential risks and recommended risk responses, and will incorporate risk information found in deliverables provided by the Development Contractor. This is a single, periodically updated deliverable encompassing all project risks. A <b>Risk Registry</b> will be created for logging all project risk using MS Excel or other appropriate table format.	NTP + 20 working days, Updates as needed.
2.6.2.7	<b>Deliverable Comments Matrix (DCM)</b> – An MS Word document used to capture comments and recommended changes to each deliverable from Development Contractor, or SDLC product, prior to acceptance. A separate DCM is required for each deliverable or SDLC product.	Project deliverable due date + 5 working days
2.6.2.8	<b>Change Management Plan</b> – An MS Word document that describes the procedure for proposing, evaluating, approving, and documenting changes to project scope, schedule, and cost. This Plan should include any tools or templates used for change management, for	NTP + 30 working days, updated as needed

	example, change request form.	
<b>2.6.2.9</b>	<b>Requirements Traceability Matrix (RTM)</b> – an MS Excel or other appropriate tool that describes technical and functional requirements. At a minimum, requirements should be testable and the descriptions unambiguous. The RTM should contain acceptance criteria for each requirement and a test method for verifying completion based on the criteria.	NTP + 30 working days , updated as needed
<b>2.6.2.10</b>	<b>Quality Assurance Plan</b> – An MS Word document that describes how quality, meaning conformance to project requirements, will be monitored throughout the project life cycle. The QA Plan should describe the steps for deliverable review and updating via the DCM process (see 7.7 above). The Plan should describe the requirements tracking process via the requirements traceability process (see 7.9 above). The QA plan should define signoff procedures for project milestones and deliverables.	NTP + 35 working days, updated as needed
<b>2.6.2.11</b>	<b>Master Status Report</b> – An MS Word document that captures and tracks ongoing project activities and status. The report will capture activities completed in the past week, activities planned for the following week, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues.  The report will have sections describing necessary updates to the Integrated Master Schedule (Deliverable 7.4) and Master RMP (Deliverable 7.6). The report will document lessons learned from the project and any other pertinent status information.	NTP + 14 working days and bi-weekly thereafter
<b>2.6.2.12</b>	Other management plans, such as <i>Human Resource Management</i> , <i>Cost Management</i> , and <i>Procurement Management</i> as deemed necessary by the TO Manager.	To be determined by the TO Manager

### 2.6.3 WORK HOURS

The proposed PM will be able to work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays as approved by the TO Manager. Services may also involve some evening and/or weekend and/or service reduction hours billed on actual time worked at the proposed hourly rate.

### 2.6.4 SERVICE LEVEL AGREEMENT

- A) The proposed PM will work at 1100 N. Eutaw Street, Room 202, Baltimore Maryland 21201. The PM assigned to this TORFP shall adhere to DLLR’s policies regarding the use of telephone, internet, computer equipment and DLLR's Human Resources Employment 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.

The O&M Activity Report will be due:

- Every other week by COB on Friday (no later than 8 am on Monday regardless of holidays).
- Must be provided bi-weekly, even if no work is performed.

- Must include CATS II TORFP # **P00B0400202**, performance period, resource name, job classification, date/time & amount of time worked (15 min increments), Work Order number, and description of work performed. In addition, a Summary section must be included with the total hours expended during the current month, the total hours expended to date, and the total remaining hours.
- C) Hardware shall not be required under this TORFP. All maintenance for server hardware and OS support will be provided by DLLR OIT LAN Support. Maintenance of the respective databases will be provided by DLLR OIT DB TECH Support.
- D) Software shall not be required under this TORFP. Software developed under this TO will be considered an integral part of the system and owned exclusively by DLLR.
- E) OIT's internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management will apply to all work under this TORFP. TORFP Contractor personnel assigned to the TO shall adhere to these policies as directed by DLLR OIT Management.
- F) The Contractor is not responsible for maintenance of DLLR hardware or Server and Desktop Operating System.
- G) Contractor travel expense are not reimbursable.
- 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 – TIME AND MATERIALS PRICE PROPOSAL.

#### **2.6.5 PERFORMANCE EVALUATION**

Each month the PM shall submit a Deliverable Project Acceptance Form (DPAF) (Attachment 11) to the TO Manager for the deliverable Project Management Support (Deliverable 7.1). The TO Manager will rate the PM's performance based on the criteria described in the DPAF. In the event of poor or non-performance by the PM resulting in a rating of "unacceptable," payment shall be withheld pending the outcome of the procedures described in Section 2.6.6 below.

#### **2.6.6 PERFORMANCE PROBLEM MITIGATION**

As warranted by poor or non-performance by the PM, DLLR shall pursue the following mitigation procedures prior to requesting a replacement PM:

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

#### **2.6.7 SUBSTITUTION OF PERSONNEL AND CONTRACTOR STAFF REPLACEMENT**

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in section 2.9. The substitution of personnel procedures is as follows. The TO Contractor may not substitute personnel without the prior approval of the TO Manager. To replace any personnel, the TO Contractor shall submit resumes of the proposed personnel 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.

In the event that DLLR is not satisfied with the performance of a staff member from the TO Contractor, 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 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.

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 /DLLR OIT Manager of the proposed personnel. All proposed substitute personnel shall have qualifications at least equal 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.

In the event of staff replacement for any reason, the TO Contractor is responsible for providing the knowledge transfer to the approved replacement staff resource. This knowledge transfer shall be performed at no additional cost to DLLR. Frequent staff replacements may result in termination of this contract.

## **2.7 DLLR SUPPLIED SERVICES AND FACILITIES**

At DLLR, 1100 N. Eutaw Street, Baltimore, MD 21201 a reasonable level of the following items may be provided as needed:

- Work space;
- Access required data;
- PC & e-mail account;
- Access to telephone and fax equipment (local use only);
- Photocopier(s) and printer(s);

Parking is not provided and may not be charged to DLLR.

DLLR will not pay for any costs incurred at the TO Contractor site not included in the cost proposal for this TORFP.

DLLR will provide the following information technology for use in performing this task as required:

- Any available system documentation
- Program code, database schemas, and related descriptor files

## **2.8 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES**

For the COTS BPCS project, the PM TO Contractor and assigned PM shall keep itself informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under the TO Agreement, as those laws, policies, standards and guidelines may be amended from time to time. The PM TO Contractor and assigned PM shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. These may include, but are not limited to:

- A) The nine project management knowledge areas in the PMI's PMBOK.



- B) The State's SDLC methodology at: [www.doit.maryland.gov](http://www.doit.maryland.gov) - keyword: SDLC.
- C) The State's IT Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy.
- D) The State's IT Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight.
- E) The State's of Maryland Enterprise Architecture at [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: MTAF (Maryland Technical Architecture Framework).

## **2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS**

- A) At least a Bachelor's degree from an accredited college or university in the Information Technology discipline or related field. A Master's Degree is preferred.
- B) The individual proposed for this TORFP must have at least ten (10) years of experience in applying the PMBOK methodology to project management.
- C) PMI certification and familiarity with the State of Maryland's SDLC is required.
- D) Experience with a Windows, Linux application server / IBM main frame database is a plus
- E) The individual proposed must have at least five (5) years of experience in managing IT related projects specifically and must demonstrate a leadership role in at least three successful projects that were delivered on time, on budget, and within scope.

## **2.10 RETAINAGE**

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

## **2.11 INVOICING**

### **2.11.1 Procedure for Submitting an Invoice**

- A) Invoices shall be submitted monthly on or before the 15<sup>th</sup> of the month following receipt of the approved notice of acceptance from the TO Manager. Invoices will reflect costs for hours worked. A copy of the notice(s) of acceptance and certified timesheets shall accompany all invoices submitted for payment. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.
- B) Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.
  - 1) The name and address of the Department of Labor, Licensing and Regulation (as the TO Requesting Agency);
  - 2) The vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number;
  - 3) The Invoice Date, Invoice Number, Amount Due, the associated CATS II TORFP Number, Purchase Order Number being billed, period of performance covered by the invoice, Task Description and a Contractor Point of Contact (POC) and phone number; and
  - 4) Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.
- C) The TO Contractor shall send the original of each invoice packet for payment to DLLR at the following

address:

Department of Labor, Licensing and Regulation

1100 North Eutaw Street

Room 508

Baltimore, MD 21201

Attention: Melissa Ganley

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 TORFP. In no event shall any invoice be submitted later than 60 calendar days from the TORFP termination date.

## **2.12 REPORTING**

The TO Contractor and the TO Manager / DLLR OIT Manager shall conduct monthly progress meetings as required at 1100 N. Eutaw, 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 (DLLR), 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 CHARGE 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 DLLR'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 DLLR's 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 DLLR may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by DLLR.
  - 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 DLLR 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 - TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Master Contractor Feedback form 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. A TO Proposal shall provide the following:

#### **3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE**

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 the 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 (CATSII) Task Order Request for Proposals (TORFP) for the functional area for which they are proposing services.

D) Proposed Services – Work Plan

1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the TO Contractor's capabilities, approach, and solution to address the requirements outlined in Section 2 –Scope of Work.

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 requirements and actions to mitigate these risks.

4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work 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.

E) Proposed Personnel

- 1) Identify and provide the resume for proposed personnel. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with this TORFP.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 4) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- 5) The TO Contractor must provide the resource for the proposed Labor Categories listed on Attachment 1. Each resource will be vetted based on the following criteria:
  - Resume'
  - 2 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 at least the minimum requirements specified in this TORFP
- 7) The resource must meet all of the qualifications as defined in the Labor Categories for which they are associated and documented in Attachment 5 – Labor Classification Personnel Resume Summary.
- 8) The TO Contractor must submit individual resumes for the personnel to be assigned to the project.
- 9) The TO Contractor must provide two current references for each named resource including the name of the organization, point of contact, title and telephone number where the resource has provided similar Project Management support services. The State shall have the right to contact any other references of its choosing as part of the evaluation and selection process.
- 10) The TO Contractor shall only propose staff available at the time of this TORFP.
- 11) An individual proposed and accepted as personnel for this TORFP is 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

C) Staffing Strategy

- 1) Clearly indicate whether or not the proposed resource is an employee (W-2) of the TO Contractor or if they are a sub-contractor consultant paid hourly.

D) Subcontractors

- 3) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

Provide three examples of projects that the proposed resource have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, 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 Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- G) 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.

H) Proposed Facility

All work will be performed at DLLR, 1100 N. Eutaw Street, Baltimore, MD 21201

I) State Assistance

A reasonable level of the following items will be provided to the TO Contractor's personnel:

- 6) Office space;
- 7) Office furniture (Desk & Chair)
- 8) Personal Computer, e-mail and Internet service;
- 9) Parking will **not** be provided by DLLR. Private parking is near by the facility. Light rail and metro stops are within four blocks of the facility.

J) Confidentiality

10) 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. TO 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 Project Management support services based on a time and materials (T&M) basis up to the hours defined in Attachment 1 – PROJECT MANAGEMENT PRICE PROPOSAL.

D) DLLR is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite Project Management support. The price shall be based on direct labor hours authorized and 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 TASK ORDER 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, the TO Requesting Agency 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.

- Contractor's understanding of the services being requested
- Contractor's experience and expertise in providing similar services

### **4.3 SELECTION PROCEDURES**

- 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.
- Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, the Technical criteria will weigh more than the Financial proposal.

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

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.



## ATTACHMENT 1 – PROJECT MANAGEMENT SUPPORT

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # P00R0406008

### LABOR CATEGORIES

Labor Categories	1		2		3	
	Hourly Rate	Labor	Total Est. Hours	Annual	Total Price	TORFP
<b>Year 1</b>						
Project Manager	\$		1,968		\$	
	\$				\$	
	\$				\$	
	\$				\$	
<b>TOTAL YEAR 1 (A)</b>					\$	
<b>Year 2</b>						
Project Manager	\$		164		\$	
	\$				\$	
	\$				\$	
<b>TOTAL YEAR 2 (B)</b>					\$	
<b>Total A)+B) = Total Evaluated Price</b>					\$	

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

\_\_\_\_\_  
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 Master Contract Rate, but may be lower. **The “Total Est. Hours” are for estimation purposes. The actual hours expended per class will be determined on a time and materials basis during the Project Management period.**

**SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE**

## ATTACHMENT 2 – TASK ORDER AGREEMENT

### CATS TORFP # P00B0400202 OF MASTER CONTRACT 060B9800035

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 200**X** by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, Department of Labor, Licensing and Regulation.

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, in this case the Department of Labor, Licensing and Regulation, as identified in the CATS II TORFP # P00B0400202.
  - b. “CATS II TORFP” means the Task Order Request for Proposals # P00B0400202, dated **MONTH DAY, YEAR**, including any addenda.
  - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
  - d. “TO Procurement Officer” means Ms. Latesa Thomas. 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 DLLR and **TO 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.

#### 2.0 Scope of Work

2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.

2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement and incorporated herein by reference. 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

2.2 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.

3.0 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 **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4.0 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, DLLR

By: Latesa Thomas, TO Procurement Officer

Date

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

**ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

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

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

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

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

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

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## ATTACHMENT 4 – 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 Financial 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. This 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 three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)**

Proposed Individual’s Name/Company:	How does the proposed individual meet each requirement?
<b>LABOR CLASSIFICATION TITLE – Project Manager</b>	
<p>Education:</p> <p>At least a Bachelor’s degree from an accredited college or university in the Information Technology discipline or related field. A Master’s Degree is preferred.</p>	
<p>Experience:</p> <ul style="list-style-type: none"> <li>• The individual proposed for this TORFP must have at least ten (10) years of experience in applying the PMBOK methodology to project management.</li> <li>• Familiarity with the State of Maryland’s SDLC is required.</li> <li>• Experience with a Windows, Linux application server / IBM main frame database is a plus</li> <li>• The individual proposed must have at least five (5) years of experience in managing IT related projects specifically and must demonstrate a leadership role in at least three successful projects that were delivered on time, on budget, and within scope.</li> </ul>	
<p>Certifications:</p> <p>PMI certification</p>	
<p>Duties: Described in Section 2.6.1 including:</p> <p>Project Management Support</p> <p>Project Management Plan</p> <p>Work Breakdown Structure (WBS)</p> <p>Integrated Master Schedule</p> <p>Communications Plan</p> <p>Risk Management Plan (RMP) and Risk Registry</p> <p>Deliverable Comments Matrix (DCM)</p> <p>Change Management Plan</p> <p>Requirements Traceability Matrix (RTM)</p> <p>Quality Assurance Plan</p> <p>Master Status Report</p> <p>Other management plans as deemed necessary by the TO Manager.</p>	

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 AT THE TIME OF THE INTERVIEW



## ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:

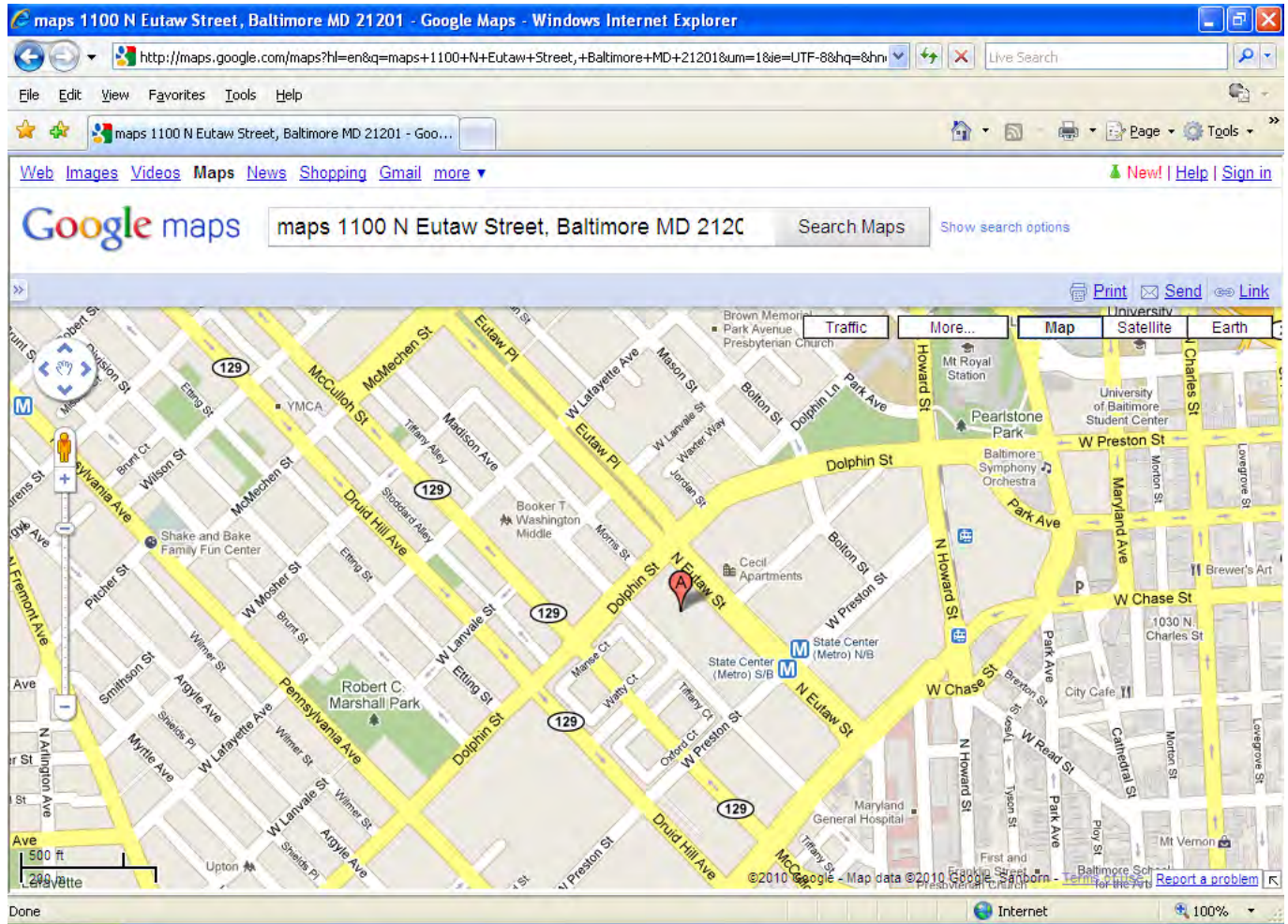
**Department of Labor, Licensing and Regulation,**

1100 N. Eutaw, Basement Conference Room

Baltimore, MD 21201

Tuesday, December 14, 2010 from 2:00 PM – 5:00 PM\*

\*If all questions have been asked prior to 5:00 PM, the committee will adjourn.



**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 #P00B0400202 for BPCS Project Management . 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 Latesa Thomas at Department of Labor, Licensing and Regulation, Office of Budget and Fiscal Services 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 Department of Labor, Licensing and Regulation (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 PBCS Project Management TORFP No. P00B0400202 dated, (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:

MARYLAND DEPARTMENT OF LABOR, LICENSING AND  
REGUATION

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

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

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Submit as required in Section 1.7 of the TORFP**

**ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST**

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

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

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

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

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

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

#### Section 4 – MBE Participation

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

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

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

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

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

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

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

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

Yes  No   
(If yes, explain the circumstances and any planned corrective actions)  
\_\_\_\_\_

#### Section 5 – TO Change Management

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

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

B) Does the change management procedure include the following?

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

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

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

C) Have any change orders been executed?

Yes  No   
(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)  
\_\_\_\_\_

D) Is the change management procedure being followed?

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

**ATTACHMENT 10 - DLLR RESOURCES AND DATA SHARING AGREEMENT**

**Confidentiality Certification Form**

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

\_\_\_\_\_.

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name - Print or Type

\_\_\_\_\_  
Date

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

DELIVERABLE PRODUCT ACCEPTANCE FORM (DPAF)

**PM PERFORMANCE**

**DELIVERABLE ID # 7.1**

**(Submitted monthly by the PM TO Contractor)**

**PM TO Contractor:**

**Date Submitted:**

**Performance Period (Month / Year):**

**Agency Name:**

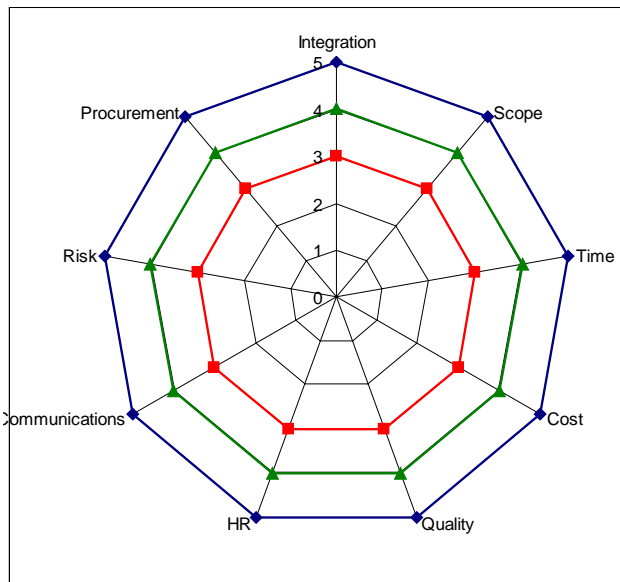
**TO Manager / Agency Contact:**

**Reference BPO #**

**The Information Below Shall Be Filled-In by the Agency**

---

**DELIVERABLES AND PROJECT MANAGEMENT PERFORMANCE RATING DISPOSITION:**



PM Processes	Rating**
Procurement Management	
Schedule Management	
Scope Management	
Cost Management	
Risk Management	
Human Resources Management	
Quality Management	
Communications Management	
Integration Management	
Total Average Score	

\*\*Rating is based on *Monthly Project Management Process Evaluation*



**Rating Criteria Sheet.** Project Manager should maintain score of 3 or higher for each process area and/or average score of 3. Scores below 3 are deemed poor or non-performance and the TO Manager should follow the Mitigation Procedures as defined in Section 5 above.

Deliverable # 7.1 is acceptable.

Deliverable # 7.1 is rejected  
(for reasons indicated below).

REASON(S) FOR UNACCEPTABLE PROJECT MANAGER PERFORMANCE RATING (List Deliverables or PM Process Areas):

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

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

## Monthly Project Management Process Evaluation Rating Criteria

The TO Manager will evaluate and rate Project Manager’s performance on a monthly basis for each of the nine Knowledge Areas below. Processes should be at score of 3 or higher for applicable processes.

### Rating

Project Integration Management		
0	Not applicable for project.	<b>Indicators of Process</b>
1	Project Manager has not established practices, standards, or processes for project. Work performed in ad hoc fashion and does not include integration management.	1. Project Charter 2. Project Management Plan (PMP) 3. Integrated Project Plan 4. Updated Project Schedule
2	Project Manager has established basic, documented processes for project planning and reporting exist. Management only involved on high-visibility projects.	
3	Project Manager has institutionalized the Project integration efforts with documented procedures and standards. PM is beginning to integrate all project data.	
4	Project Manager utilizes processes/standards for project on a regular basis and integrated with other processes/systems. Decisions on project based on performance metrics.	
5	Project Manager has established best practices including project integration improvement procedures utilized. Lessons learned are regularly examined and used to improve documented processes.	
Project Scope Management		
0	Not applicable for project.	<b>Indicators of Process</b>
1	Project has general statement of functional requirements. Little or no scope management or documentation for project. Management and stakeholders are aware of key milestones only.	1. Project Scope Statement 2. Change Request and Approval Process 3. Requirements Traceability Matrix (RTM) 4. Change Control Board
2	Project Manager has put basic scope management process in place. Scope management is meeting techniques irregularly.	
3	Project Manager has implemented full project management process documented and is actively utilizing process on regular basis. Stakeholders are engaged and actively participating in scope decisions.	

4	Project Manager is utilizing full project management processes for the project. Projects managed and evaluated in light of other competing requirements.	
5	Project Manager's effectiveness and efficiency metrics drive project scope decisions by appropriate levels of management.	
<b>Project Time/Schedule Management</b>		
0	Not applicable for project.	<b><u>Indicators of Process</u></b>
1	Project Manager has not established planning or scheduling standards. Lack of documentation makes it difficult to achieve repeatable project success.	1. WBS 2. Schedule Management Plan 3. Activities duration based on historic data
2	Project Manager has established basic processes, but is not performing planning and scheduling on a regular basis.	
3	Project Manager has established document time management processes and utilizes on a regular basis. Project-wide integration includes project dependencies.	
4	Project Manager has established good practices in time management including utilization of historical data to forecast future performance. Project management decisions based on efficiency and effectiveness metrics.	
5	Project Manager has additionally incorporated improvement procedures utilized for time management processes. Lessons learned are examined and used to improve documented processes.	
<b>Project Cost Management</b>		
0	Not applicable for project.	<b><u>Indicators of Process</u></b>
1	Project Manager has not established practices or standards. Cost process documentation is ad hoc and individual project members follow informal practices.	1. Cost Estimates Activity 2. Project Cost Baseline 3. Cost Management Plan 4. Cost Control
2	Project Manager has established processes exist for cost estimating, reporting, and performance measurement. Cost management processes are used for the project.	
3	Project Manager has standardized cost management practices for project team. Costs are fully integrated and reflect the true cost of the project.	
4	Project Manager has integrated cost planning and tracking with Project Office, financial, and human resources systems. Standards tied to agency processes.	
5	Project Manager leverages lessons learned to improve documented processes. Project Manager and management are actively using efficiency and effectiveness metrics for decision making.	
<b>Project Quality Management</b>		
0	Not applicable for project.	<b><u>Indicators of Process</u></b>
1	Project Manager has not established project quality practices or standards. Management is considering how they should define "quality".	1. Quality Assurance Plan 2. Deliverables Acceptance Criteria defined 3. User Acceptance Criteria (UAC) per SDLC phases 4. Formal Deliverable Acceptance Process
2	Project Manager has established basic organizational project quality policy has been adopted. Project Management and Team encourage quality processes and policy for project.	
3	Project Manager has established well documented quality management process and instituted standards for the project. Regular quality management activities are being executed including deliverables acceptance.	
4	Project Manager has best practices for standard quality management processes. Management is actively	

	involved in coordinating quality standards and assurance. Some metrics are developed.	
5	Project Manager has implemented guidelines for implementing improvements back into the process. Metrics are key to product quality decisions throughout the SDLC.	
<b>Project Human Resource Management</b>		
0	Not applicable for project.	<b>Indicators of Process</b>
1	Project Manager has not performed planning and staffing activities for project. Project teams are ad hoc. Human resource time and cost is not measured.	1. Organization Chart 2. Roles and responsibilities matrix
2	Project Manager has put processes in place that defines how to plan and manage human resources. Resource tracking is loosely performed for project.	3. Staffing Management Plan 4. Team Training Plan
3	Project Manager has established a regularly resource management process. Professional development program activities for team and organization have been established for successful implementation of project.	5. Team performance assessment
4	Project Manager has implemented resource management best practices including resource forecasts used for project planning and prioritization. Project team performance measured and integrated with team development.	
5	Project Manager includes HR processes which engage teams to document project lessons learned. Improvements are incorporated into human resources management process.	
<b>Project Communication Management</b>		
0	Not applicable for project.	<b>Indicators of Process</b>
1	Project Manager performing communications management on an ad hoc basis with informal status reports to management.	1. Communication Management Plan
2	Project Manager has established basic communications process including Communications Management Plan. Project progress reporting is occurring on a more regular basis.	2. Project Performance Reports
3	Project Manager has active involvement by executing a formal project communications plan. All stakeholders and project team members are aware of communications process.	3. Stakeholder Contact
4	Project Manager has implemented best practices for communications management plan for the project.	4. Processes for communication of Risk, Issues and Decisions
5	Project Manager has put additional improvement process in place to continuously improve project communications management. Lessons learned are captured and incorporated.	
<b>Project Risk Management</b>		
0	Not applicable for project.	<b>Indicators of Process</b>
1	Project Manager has not established any risk management practices or standards for project. Documentation is minimal and results are not shared. Risk response is reactive.	1. Risk Management Plan
2	Project Manager has established basic risk management processes and have documented for the project. Team members are involved with risks process and risks are shared for project.	2. Risk Register
3	Project Manager has established regular risk management processes and risk activities, including identification and mitigation planning, are actively utilized for project.	3. Process for Risk Register updates and communication of risk
4	Project Manager has integrated risk processes with all aspect of project reporting including time, cost, and resource systems. Metrics are used to support risk decisions for the project.	4. Contingency plans for risk
5	Project Manager has establish best practices in risk management including continuous improvement	

processes to ensure project is continually measured and managed against performance metrics.		
Project Procurement Management		
<b>0</b>	Not applicable for project.	<b>Indicators of Process</b>
<b>1</b>	Project Manager has not established procurement process for project. Processes are ad hoc at best with no clear plan defined.	1. Procurement Management Plan
<b>2</b>	Project Manager has established basic process for procurement of goods and services for project. Procurement Management Plan has been developed for procurement of all project goods and services.	2. Contract Statement Of Work
<b>3</b>	Project Manager has established standards for procurement management on project and integrated with Agency processes.	3. Evaluation Criteria
<b>4</b>	Project Manager has leverage procurement management best practices such as make/buy decisions for the agency and project. Project procurement practices are integrated with project management mechanisms.	4. Cost Benefit Analysis
<b>5</b>	Project Manager has instituted on-going process improvements focus on procurement efficiency and effective metrics.	5. Make/Buy Decisions

## 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



**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

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