



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

**Maryland Automated Benefits System (MABS)**

**CATS TORFP PROJECT P00P6202924**

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

**ISSUE DATE: APRIL 27, 2006**

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## KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) 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 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. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

<b>TORFP Title:</b>	<b>Maryland Automated Benefits System (MABS)</b>
<b>Functional Area:</b>	<b>FA5– Software Engineering</b>
<b>TORFP Issue Date:</b>	04/27/2006
<b>Closing Date and Time:</b>	5/31/2006 at 2:00 PM
<b>TORFP Issuing Agency:</b>	Department of Labor, Licensing and Regulation (DLLR)*
<b>Send Questions and Proposals to:</b>	Patricia Tarpley
<b>TO Procurement Officer:</b>	<b>Patricia Tarpley</b> <b>Office Phone: (410) 230-6024</b> <b>Fax: (410) 333- 3384</b> <b>Email address: <a href="mailto:ptarpley@dllr.state.md.us">ptarpley@dllr.state.md.us</a></b>
<b>TO Manager:</b>	<b>Klaus Reichelt</b> <b>Office Phone: (410) 767-2142</b> <b>Office Fax #: (410) 333-5304</b> <b>Email address: <a href="mailto:kreichelt@dllr.state.md.us">kreichelt@dllr.state.md.us</a></b>
<b>TO Project Number:</b>	P00P6202924
<b>TO Type:</b>	<b>Time and Material (TM).</b>
<b>Period of Performance:</b>	<b>2 years with 1, 1 year renewal option</b>
<b>Small Business Reserve (SBR):</b>	<b>NO</b>
<b>Primary Place of Performance:</b>	<b>DLLR, 1100 North Eutaw Street, Room 303, Baltimore, MD 21201</b>
<b>TO Pre-proposal Conference:</b>	<b>DLLR, 1100 N. Eutaw, Basement Conference Room, Baltimore, MD 21201; Reference Attachment 5.</b>  5/08/2006 at 10:00 AM

## NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	Maryland Automated Benefits System (MABS)
TORFP Project Number:	P00P6202924

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
  - The subject of the TORFP is not something we ordinarily provide.
  - We are inexperienced in the services required.
  - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - The scope of work is beyond our present capacity.
  - Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
  - We cannot be competitive. (Explain in REMARKS section.)
  - Time allotted for completion of a Task Order Proposal is insufficient.
  - Start-up time is insufficient.
  - Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
  - TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - MBE requirements. (Explain in REMARKS section.)
  - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - Payment schedule too slow.
  - Other: \_\_\_\_\_.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

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Master Contractor

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

Contact Person: \_\_\_\_\_ Phone \_\_\_ - \_\_\_ - \_\_\_ Email \_\_\_\_\_

## **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 2.8 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 Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

### **1.2 TO AGREEMENT**

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

### **1.3 TO PROPOSAL SUBMISSIONS**

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the DLLR email system time stamp. The TO Proposal is to be submitted via e-mail to [ptarpley@dllr.state.md.us](mailto:ptarpley@dllr.state.md.us) as two attachments in **MS Word protect for No Change (read only)** format. The “subject” line in the e-mail submission shall state the **TORFP # P00P6202924**

- The first file will be the TO Proposal technical response to this CATS TORFP and titled, “**CATS TORFP # P00P6202924 - Technical**”
- The second file will be the financial response to this CATS TORFP and titled, “**CATS TORFP # P00P6202924 – Financial.**”

**Note:** The proposal documents that must be submitted with a signature, Attachment 2 – Task Order Agreement and Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as **Adobe PDF** files with signatures clearly visible.

### **1.4 eMARYLANDMARKETPLACE FEE**

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

## **1.5 CONFLICT OF INTEREST**

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 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 DLLR, 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 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 9.

## **1.7 QUESTIONS AND INQUIRIES**

Questions and inquiries, both verbal and written, should be submitted in a timely manner to the TO Procurement Officer. In the case of questions not received in a timely manner, the TO Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the TORFP.

## **1.8 Limitation of Liability Ceiling**

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

## SECTION 2      SCOPE OF WORK

### 2.1      PURPOSE, REQUESTING AGENCY INFORMATION AND BACKGROUND

#### 2.1.1      PURPOSE

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

#### 2.1.2      REQUESTING AGENCY INFORMATION

- A) DLLR is responsible for the administration and operation of the federally mandated Unemployment Insurance (UI) Program. Under this program, unemployed individuals who meet the requirements in federal and state laws may claim and receive benefit payments. The MABS is the mainframe transaction processing system used to process and pay claimant benefits.
- B) MABS provides comprehensive automated support for UI Benefits, including determining eligibility for benefits, determining the amount of benefits, processing biweekly claims for benefits, calculating charges back to employers, scheduling appointments, issuing notices, tracking of overpayments and recoveries, and tracking appeals of benefit decisions. The application is complemented by related UI systems that process tax payments, image documents, and support web transactions.
- C) In 2005 the agency used MABS to process 183,918 initial claims. During that year 129,909 individuals received benefits totaling \$381,640,450 for 1,917,222 weeks compensated. In periods of high unemployment the processing volume can increase quickly and substantially. For example in 1992, 346,475 initial claims were processed and \$495,193,717 in benefits were paid.
- D) DLLR has 8 programmer/analysts assigned full time to the Maryland UI Benefits system. However, the system generates a large and complex maintenance workload in response to federally mandated changes, reengineered business processes, and improvements requested by users. DLLR supports the in-house programming staff with expert contractor resources to address challenging maintenance and enhancement requests.

#### 2.1.3      BACKGROUND

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

	CICS Transaction Server v 2.2	
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AMDAHL Millennium 2055C CMOS (Complementary Metal Oxide Semiconductor) Processor Mainframe At Annapolis Data Center	CSP v. 4. Generated COBOL II application code COBOL Compiler Z/OS (Operating System) (OS/390) v 3.2	ACF2 (Access Control Facility 2) Security
	DB2 v.7.0	
	TSO (Time Sharing Option)	
	VSAM (Virtual Storage Access Method)	
	Operating System Z/OS v 1.2	

C) Database Design

Mainframe DB2 is the database management system used for MABS. The MABS system is comprised of 10 subject- oriented databases. Based on performance criteria, the 210 tables that make up MABS are spread across these ten subject databases. Codes tables (domain or static tables) represent approximately one-half of the 210 total tables. In fact, codes are one of the ten subject areas. Currently, the total database size is 36,091,000 megabytes, however in times of high unemployment the database size may increase suddenly and dramatically.

D) MABS Application Modules

- 1) The application consists of 1,266,870 lines of CSP code, which produces 11,747,777 lines of generated COBOL. Approximately 434 programs and maps, comprised of 5,691,979 lines of code, are on-line and 419 programs comprised of 7,957,974 lines of code are batch processing. Screens and transactions are defined in CICS. Job Control Language (JCL) is used for batch processing.
- 2) In addition there are supplementary programs used nationally for Quality Control, interstate benefits (ICON) and Cross match, which are in old COBOL and in the process of being recompiled to current versions. These programs, which are primarily batch, are comprised of 315,371 lines of COBOL in 399 programs, maps, copybooks, and JCL.
- 3) One advantage of the CSP application development environment is the support it offers for component- based design. The application uses a series of common modules, which standardize the implementation of certain business rules, promote code reuse and reduce application development time. However, maintenance of this system requires sophisticated analysis of its design principles to maintain the integrity of the system.

E) Other Critical Applications

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

- 1) Tax Processing System: This mainframe based transaction system processes employer contributions for UI. The system is also housed at the ADC. The application code is written in COBOL and data stored in VSAM (Virtual Storage Access Method) files.
- 2) MIDAS: The Managed Image and Data Access (MIDAS) system processes the quarterly Maryland Unemployment Insurance Contribution and Wage report and provides document management for over 220 users in the Office of Unemployment

Insurance. MIDAS uses an Oracle 8.i database on a Sun Enterprise 3500 platform. The primary software components are UNIX, Input Accel, eiStream (Eastman) workflow software, FormWare and OTG. The desktop platform uses Windows 95.

- 3) Internet Applications: A suite of internet applications allows employers and the unemployed to work with UI through the Internet. The internet servers are currently running Windows 2000 in IIS 5.0. Application development is in Visual Basic and data is stored in Microsoft SQL (Structured Query Language) Server. When appropriate, real time mainframe connections are made using the IBM CICS Transaction Gateway and Universal Client. Web applications are written in Microsoft technologies currently .Net. DLLR currently uses Neon Shadow for middleware to leverage the mainframe data as web services. It supports the following real time and batch interfaces with web applications used by the public and staff.

- a) Claims by phone (staff): Claim Centers take claims by phone.
- b) Internet Claims (claimants) Filing of Initial claims.
- c) Webcert (claimants) Filing of Bi-weekly claims.
- d) Web 207 (employers) Filing of separations.
- e) Web 221 (staff) Used for determinations and fact finding.
- f) Web Correspondence (staff) Used to follow-up on additional requirements.
- g) Web report of hire (employer) Filing of Report of Hire.

- 4) Interactive Voice Response (IVR): The agency provides an interactive voice response system to support many routine interactions with the public beyond providing agency information. The IVR allows weekly certifications of unemployment, check status inquiries, and employer tax filing. The current IVR is a proprietary application using an Oracle database.

- 5) Desktop Applications: UI staff uses desktop applications to conduct day –to- day work activities efficiently. Applications for the field offices and benefits units are written in Microsoft Visual Basic. Tax applications are written in Computer Associates (CA) Visual Objects. In most cases these applications are interfaced with mainframe applications (using Attachmate Extra for terminal emulation) or with the Oracle database as needed.

## F) Customer Interface

### 1) End User Interfaces

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

- c) During 2001, the Office of UI initiated several projects involving a Web interface to the mainframe transaction processing system. These projects include “Internet Claims” to enable the public to file directly with the system; “Employer Separations” which will allow employers to file separation notices on the internet; and “Non Monetary Determinations” which enable staff adjudicating claims to share determinations efficiently. In 2002, a Web application for filing “Weekly Certifications” was developed in Microsoft .net. These projects are primarily developed and supported by teams of agency personnel. All the projects have been implemented successfully and are in production status. The IBM TX (Transaction) Series CICS Transaction Gateway is being used to interface to MABS using both the external call interface and external presentation interface, depending on the specific transaction needed. Where feasible, batch file exchanges are also used.
- d) In the UI Office of Contributions, the Tax staff use desktop applications, including the MIDAS imaging systems, which provide an easy to use, integrated interface for routine tasks.

## 2) External System Interfaces

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

## G) Administrative Interface

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

## **2.2 PROFESSIONAL DEVELOPMENT**

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

## **2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES**

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

- A) Performance Objectives: The TO Contractor shall provide full-time, dedicated technical personnel on-site at DLLR. TO Contractor personnel will carry out assignments from DLLR/OIT supervisors, which will be tracked and reported using OIT workload management processes. Assignments will include correcting processing problems, minor enhancements, or long-term project assignments. Some assignments will require significant analysis and design, including database design skills. Technical staff proposed must have the specific skill sets defined in this TORFP and work under the direction of DLLR OIT, in accordance with DLLR OIT system management procedures. DLLR OIT retains responsibility for the successful operation of the systems assigned to DLLR OIT management.
- B) The TO Contractor shall provide four programmer / analysts with significant experience designing mainframe transaction processing systems to work with and under the direction of DLLR OIT management staff for MABS maintenance and enhancement tasks including correcting processing problems, minor enhancements, or long term project assignments.
  - 1) Qualifying staff experience, at a minimum, will include three or more years of experience in structured analysis and design, TSO, JCL, DB2 database programming, Structured Query Language, CICS programming and CSP programming.
  - 2) Business knowledge of Unemployment Insurance Benefits practices
  - 3) Additional desirable experience includes mainframe COBOL programming, CICS Transaction Gateway programming (Java and Visual Basic), Easytrieve Plus, and 'web to legacy' system design.

## **2.4 PERFORMANCE EVALUATION AND STANDARDS.**

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11.

## **2.5 MITIGATION PROCEDURES**

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

- A) All personnel described in the TO Contractor's proposal shall perform continuously for the duration of the TO, and for so long as performance is satisfactory to the TO Manager.
- B) The TO Manager shall give written notice of performance issues to the TO Contractor, clearly describing the problem and delineating remediation requirement(s).

- C) The TO Contractor shall respond with a written remediation plan within three (3) business days and implement immediately upon written acceptance of the TO Manager.
- D) Should performance issues persist, the TO Manager may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required.

## 2.6 WORK HOURS

- A) The TO Contractor's assigned personnel will work an eight-hour day (8:00 am to 5:00 pm), Monday through Friday except for State holidays.
- B) Once assigned, and personnel have demonstrated an understanding of the DLLR systems, they will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Typically, personnel assigned to DLLR mainframe support are required to be on-call from 5:00pm to 7:00am for a seven-day period, one week out of every four to five weeks.

## 2.7 DELIVERABLES

- A) **Personnel:** The TO Contractor shall be responsible for providing, on a continual basis for all the following assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

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

Deliverable 2.7.1.1. Complete 60 tasks minimum in the 1<sup>st</sup> contract year.

Deliverable 2.7.1.2. Complete 60 tasks minimum in the 2<sup>nd</sup> contract year.

Deliverable 2.7.1.3. Complete 60 tasks minimum in the option contract year.

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

Deliverable 2.7.2.1. Complete 60 tasks minimum in the 1st contract year.

Deliverable 2.7.2.2. Complete 60 tasks minimum in the 2<sup>nd</sup> contract year.

Deliverable 2.7.2.3. Complete 60 tasks minimum in the option contract year.

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

Deliverable 2.7.3.1. Complete 12 tasks minimum in the 1<sup>st</sup> contract year

Deliverable 2.7.3.2. Complete 12 tasks minimum in the 2<sup>nd</sup> contract year

Deliverable 2.7.3.3. Complete 12 tasks minimum in the option contract year

**B) Monthly Status Report**

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

- A) TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- B) Work accomplished during the month period.
- C) Deliverable progress, as a percentage of completion.
- D) Problem areas including scope creep or deviation from the work plan.
- E) Planned activities for the next reporting period.
- F) Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- G) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

**2.7.4 DELIVERABLES AND TIME PERFORMANCE**

ID	Deliverables for 2.2.2	Expected Completion:
2.7.1 2.7.1.1 2.7.1.2 2.7.1.3	<b>Support Benefits Programs</b> a. Deliverable 2.7.1.1 b. Deliverable 2.7.1.2 c. Deliverable 2.7.1.3	NTP + 1st Calendar Year NTP + 2 <sup>nd</sup> Calendar Year NTP + Option calendar Year
2.7.2 2.7.2.1 2.7.2.2 2.7.2.3	<b>Support Web-Enabling Claims Taking Process</b> a. Deliverable 2.7.2.1 b. Deliverable 2.7.2.2 c. Deliverable 2.7.2.3	NTP + 1st Calendar Year NTP + 2 <sup>nd</sup> Calendar Year NTP + Option Calendar Year
2.7.3 2.7.3.1 2.7.3.2 2.7.3.3	<b>Support Call Center</b> a. Deliverable 2.7.3.1 b. Deliverable 2.7.3.2 c. Deliverable 2.7.3.3	NTP + 1st Calendar Year NTP + 2 <sup>nd</sup> Calendar Year NTP + Option Calendar Year

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

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting IT projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations,

policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

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

Individuals proposed for this TORFP must have at least the following qualifications:

- A) Total Experience – The number of minimum of at least eight (8) years of hands-on experience in the skill set.
- B) Specialized Experience - Minimum specific experience of at least five (5) years required directly relates to the particular skill category and level. The experience is not in addition to but is a part of the general experience required in the paragraph above.
- C) Skill Set Experience - Recent hands-on experience within the last three (3) years of the particular knowledge base and skill set. Business Knowledge of UI Benefits practices.
- D) Education and Other Requirements - Minimum educational requirements needed to qualify for the position. The DLLR Task Order Manager may approve substitutions of experience and/or certifications for education if the DLLR Task Order Manager determines the experience is superior in nature and provides the skills at a level necessary to successfully perform the duties of the position.
- E) Duties - Immediately following experience and education requirements are the representative functions of the position.
- F) Communication - The Contractor's proposed staff must possess effective oral and written communication skills to effectively communicate with State staff.
- G) Expertise specified in section 2.10.

### **2.9.1 SKILL LABOR CATEGORIES**

#### **2.9.1.1 Senior Computer Programmer Skills and Experience**

- A) Duties: Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

- B) **Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.
- C) **General Experience:** Must have eight (8) years of programming experience in software development or maintenance.
- D) **Specialized Experience:** At least five (5) years of experience in IT systems analysis and programming.

## **2.10 TO CONTRACTOR STAFF EXPERTISE REQUIRED**

The TO Contractor's proposed staff must demonstrate a level of expertise in the following:

- A) **General Skill Sets and Knowledge:** The TO Contractor shall provide dedicated skilled technical personnel on-site at DLLR to carry out assignments from DLLR/OIT supervisors, which will be tracked and reported using OIT workload management processes. Assignments may include correcting processing problems, minor enhancements, or long term project assignments. Some assignments may require significant analysis and design, including database design skills.
- B) **Specific Skill Sets and Knowledge:** The TO Contractor shall provide programmer / analysts with significant experience designing mainframe transaction processing systems to include:
  - 1) **Qualifying Experience,** The TO Contractor shall provide programmer / analysts with three or more years of experience in structured analysis and design, TSO, JCL, DB2 database programming, Structured Query Language, CICS programming and CSP programming.
  - 2) **Business Knowledge of UI Benefits practices** is highly desirable.
  - 3) **Additional experience includes mainframe COBOL programming, CICS Transaction, Gateway programming (Java and Visual Basic), and 'web to legacy' system design.**
- C) **Assignments to these individuals will be made based on the needs of the Office of UI through the agency's change control system.**

## **2.11 SERVICE LEVEL AGREEMENTS**

- A) The TO Contractor shall provide four experienced programmer/analysts to work with and under the direction of DLLR OIT management staff on MABS maintenance and enhancement tasks described in paragraph 2.3, TO Contractor Personnel Duties and Responsibilities.
- B) The TO Contractor staff assigned to the TO shall work on-site at DLLR, unless otherwise approved by DLLR's TO Manager, and shall adhere to DLLR's policies regarding the use of telephone, internet, computer equipment and DLLR's Human Resources Employment Policies.
- C) The TO Contractor's personnel shall provide weekly, monthly and upon request reports on the status of all active assignments to include work accomplished.
- D) Hardware shall not be required under this TO.
- E) Software shall not be required under this TO. Software developed under this TO will be considered an integral part of the MABS system and owned exclusively by DLLR.
- F) OIT's internal policies governing change management, documentation, maintenance, privacy and security, testing, training, disaster recovery, and data management will apply to all work



under this TO. TO Contractor staff assigned to the TO shall adhere to these policies as directed by DLLR OIT Management. (See Section 2.8)

- G) Normal work hours shall be between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays.

## **2.12 SUBSTITUTION OF PERSONNEL**

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in section 2.9. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

## **2.13 NON-PERFORMANCE OF PERSONNEL**

In the event that DLLR is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

## **2.14 INVOICING**

- 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 indicated in the accompanying weekly status reports (Deliverable 2.7B). 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. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 7, is not submitted
  - 1) The name and address of the State agency being billed;
  - 2) The vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number;
  - 3) The Invoice Date, Invoice Number, Amount Due, the associated CATS Project Number, Purchase Order Number being billed, period of performance covered by the invoice, Task Description and a Contractor Point of Contact (POC) and phone number; and
  - 4) Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.

### **2.14.1 INVOICE SUBMISSION CATEGORIES**

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Labor, Licensing and Regulation as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with

telephone number.

- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 7, for each deliverable being invoiced) submitted for payment to the Department of Labor, Licensing and Regulation at the following address:

Department of Labor, Licensing and Regulation  
Office of Information Technology  
Attn: Barbara Robinson, Contract Administrator  
1100 North Eutaw Street, Room 303  
Baltimore, MD 21201

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

## **2.15 INFORMATION SOURCES**

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

- A) System documentation including MABS design documents;
- B) Program source code, object code, program listings, JCL sets, data file descriptors listed in Section 1.3, Background;
- C) DLLR DBA Maintenance Guide for MIDAS (dated 12/22/2000);
- D) MIDAS II Workflow System Administration (dated 4/13/2000);
- E) MIDAS II System Administration Training Manual (dated 2/29/2000);
- F) FormWare User Manual;
- G) Other documentation pertinent to assigned tasks

## **2.16 CHANGE ORDERS**

- A) If the TO Contractor is required to perform additional work or there is a work reduction due to unforeseen scope changes, the TO Contractor and the TO Manager shall negotiate a mutual acceptable price modification based on the TO Contractor’s proposed rates in the TO Contract and scope of the work change. No scope of work modification shall be performed until a change order is executed by the TO Procurement Officer.
- B) All DLLR service requirements will be coordinated by the TO Manager with the TO Contractor. TO Contractor personnel shall carry out assignments from the TO Manager that fulfill the scope, period of performance, and not-to-exceed budget.

## **2.17 SECURITY AND CONFIDENTIALITY**

- A) The TO Contractor shall comply with and adhere to the Maryland State IT Security Policy and Standards located at [http://www.dbm.maryland.gov/dbm\\_publishing/public\\_content/dbm\\_taxonomy/security/prevention/itsecuritypolicies.pdf](http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf) These policies may be revised from time to time and the TO Contractor shall comply with all such revisions. Updated and revised versions of the Maryland State IT Policy and Standards are available on-line at [www.dbm.maryland.gov](http://www.dbm.maryland.gov)
- B) Security Regarding TO Contractor-owned Computer Equipment. The TO Contractor shall not connect any of its own equipment to an Agency’s LAN/WAN without prior written approval by the State. The State will provide equipment as necessary for support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection.

- C) The TO Contractor shall provide and fill-out any necessary paperwork for security access to sign on at the State's site if access is needed to the State's LAN/WAN, as directed and coordinated with the Agency Telecommunication Project Manager or the State Contract Manager.
- D) At all times at any facility, the TO Contractor's personnel shall ensure cooperation with State site requirements which include: being prepared to be escorted at all times, and providing information for wearing the badge in a visual location at all times.
- E) Each person who is an employee or agent of the TO Contractor or subcontractor shall display his or her company ID badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- F) Security Clearance:
  - 1) The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon certain specified criminal convictions.
  - 2) An employee of the TO Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics shall not be permitted to work on State premises pursuant to this Contract.
- G) On-site Security requirement(s): For all conditions noted below, the TO Contractor's personnel may be barred from entrance or leaving any site until such time that the State conditions and queries are satisfied.
  - 1) Any person who is an employee or agent of the TO Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
  - 2) Further, the TO Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the TO Contractor will be necessary. The failure of any of the TO Contractor's or Subcontractor's employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- H) DLLR Resources and Data Sharing: The TO Contractor shall be required to have staff sign the DLLR Resources and Data Sharing agreement, Attachment 10.

## **SECTION 3 TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

### **3.1 REQUIRED RESPONSE**

- A) Each TO Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet.
- B) Each TO Contractor is required to submit one of two possible responses:
  - 1) A proposal or
  - 2) A completed Notice to TO Contractors (See page 4 of this TO (Notice to Master Contractors)) explaining why the TO Contractor will not be submitting a proposal.

### **3.2 FORMAT**

If a TO Contractor elects to submit a TO Proposal, the TO Contractor shall do so in conformance with the requirements of this CATS TORFP. See section 1.3 for TO Proposal Submission information. A TO Proposal shall provide the following:

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

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

##### **A) Transmittal Letter**

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

##### **B) Title and Table of Contents**

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

##### **C) Executive Summary**

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

- 1) The TO Contractor shall state that they have no exceptions to the requirements of this TO, the Task Order Agreement (Attachment 2), or any other attachments.  
Warning: Exceptions to terms and conditions shall result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
- 2) The TO Contractor shall clearly state that they are listed on the Consulting and Technical Services (CATS) 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 TO Contractor's understanding of the work and the TO Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.

- 2) Assumptions: A description of any assumptions formed by the TO Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirement and actions to mitigate these risks.
- 4) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category, resumes that will be applied to meet each deliverable and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the TO Contractor's understanding of the acceptance criteria.

E) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TORFP.
- 3) The TO Contractor shall certify that all candidates meet the required qualifications. At the option of the State, TO Contractor personnel may be approved for performance in multiple skill categories for which they are qualified. However, personnel cannot perform in multiple labor categories at the same time.
- 4) TO Contractors shall only propose staff available at the time of this TORFP.
- 5) Individuals proposed and accepted as personnel for this TORFP are expected to remain dedicated throughout this TORFP commitment. Substitutions will be allowed only when the TO Manager specifically agrees to the substitution in writing or due to an emergency circumstance. All proposed substitutes of personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in this TORFP. The burden of illustrating this comparison will be the TO Contractor's. The resumes of the initially proposed personnel shall become the minimum requirement for qualifications for successor personnel for the duration of the TORFP term.
- 6) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

F) Subcontractors

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

G) TO Contractor and Subcontractor Experience and Capabilities

Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:

- 1) Name of organization;
- 2) Name, title, and telephone number of the point of contact for the reference;
- 3) Type and duration of contract(s) supporting the reference;
- 4) The service provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP; and
- 5) Whether the proposed personnel are still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

**Note:** The State shall have the right to contact any reference as part of the evaluation and selection process.

H) Proposed Facility

All work will be performed at DLLR, 100 N. Eutaw, Baltimore, MD 21201

I) State Assistance

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

- 1) Office space in cubicles;
- 2) Office furniture (desk and chair);
- 3) Office supplies;
- 4) Telephone and fax equipment (local use only);
- 5) Photocopier(s) and printer(s);
- 6) Personal computer with E-Mail and Internet services;
- 7) System hardware and software to perform development and testing;
- 8) Parking will **not** be provided by DLLR. Private parking near the facility typically costs \$40 to \$60 per month. Light rail and metro stops are within four (4) blocks of the facility;

J) Confidentiality

A TO 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 TO Contractor's Financial Proposal is based;

B) Completed Price Proposal, Attachment 1 including:

- 1) The TO Contractor shall indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.
- 2) Do not change any wording of the Price Proposal Form.
- 3) No conditions or amendments to the Price Proposal Form are permitted and such will cause the offer to be declared unacceptable.

## **SECTION 4 PROCEDURE FOR AWARDING A TO AGREEMENT**

### **4.1 EVALUATION CRITERIA**

- A) The TO Agreement Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, DLLR will consider all information submitted in accordance with Section 3, above.
- B) The State reserves the right to require from the TO Contractor an oral presentation to the evaluation committee or any other State designated personnel. The TO Contractor will receive a minimum of three-calendar days notice prior to the presentation. The State reserves the right to request any key personnel proposed by the TO Contractor to attend the oral presentation.
- C) The State reserves the right to interview all proposed personnel at no expense to the State.

### **4.2 TECHNICAL CRITERIA**

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

- A) The TO Contractor's understanding of the work to be accomplished.
- B) Qualifications of the proposed personnel. (Reference Section 2.9, 2.10 & 3.2.1 E))
- C) Experience and Capabilities. Reference Section 3.2.1 G)

### **4.3 SELECTION PROCEDURES**

- A) Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of this TORFP. TO Contractors' proposed personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.
- B) 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.
- C) The State will conduct interviews of all personnel in each TO Proposal that meet minimum qualifications.
- D) Qualified TO Proposal financial responses will be reviewed and ranked from lowest (best price) to highest price proposed.
- E) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

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

- A) Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 6 for a sample of a Notice to Proceed
- B) After contract award, the Agency and the selected Contractor will agree on a start date of contract performance. However, the start date of contract performance will be within two

weeks after contract award unless specifically otherwise agreed by the user Agency and the contractor.

- C) The Contractor shall complete **all** work requirements no later than five years after the NTP or the conclusion of the CATS whichever is later.



**ATTACHMENT 1 – PRICE PROPOSAL**

**PRICE PROPOSAL FOR CATS TORFP # P00P6202924**

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

**A. YEAR ONE:** Include here the proposed hourly labor rate for ongoing technical staff support for the 1<sup>st</sup> Year.

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

Labor Categories	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
Sr. Computer Programmer	\$	7968	\$
	\$		\$
<b>(A) Total Year One</b>			\$

**B. YEAR TWO:** Include here the proposed hourly labor rate for ongoing technical staff support for the 2<sup>nd</sup> Year.

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

Labor Categories	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
Sr. Computer Programmer	\$	7968	\$
	\$		\$
<b>(B) Total Year Two</b>			\$

**C. TOTAL Base Contract Price (2 Years):**

(Add A+B) = \$ \_\_\_\_\_  
**Total Base PRICE**

**Price Proposal for CATS TORFP P00P6202924 (Continued)**

**D. OPTION YEAR ONE:** Include here the proposed hourly labor rate for ongoing technical staff support for the 1<sup>st</sup> additional Optional Year.

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

Labor Categories	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
Sr. Computer Programmer	\$	8320	\$
<b>(D) Total Option Year One</b>	\$		\$

**E. TOTAL PROPOSED PRICE** (Base & 1 Option Year)

(Add C+D) = \$ \_\_\_\_\_  
**TOTAL PROPOSED PRICE**

**Note #1:** The Department intends to make a Single Award as a result of this solicitation. The Contract that results from this TORFP shall be a Time and Material Price in accordance with COMAR 21.06.03.05.

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

**Note #2:** The “Total Three Year Estimated Price for the MABS Technical staff support specified above is based on model quantities and will be used for price evaluation, comparison and selection for recommendation for award. The number of estimated hours indicated is not a guarantee of any maximum or minimum quantities under the contract and may change at any time during the term of the contract. The actual amount to be paid to the Contractor shall be calculated using the Time and Material specified on the Price Proposal Form (labor skill category hourly rate) and the actual number of hours administered by the Contractor.

**Note #3:** All bid prices entered above are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by this TORFP. The bid prices shall include, but are not limited to: Labor, Profit/Overhead, Travel, General Operating and all other expenses, except as expressly excluded in the RFP specifications. No other amounts will be paid to the Contractor.

**Price Proposal for CATS TORFP P00P6202924 (Continued)**

**Federal Employer ID No. or Social Sec. No.**\_\_\_\_\_

**The Contractor (is\_\_\_) (is not\_\_\_) a Maryland State certified MBE.**

**Certification No.:**\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

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

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

\_\_\_\_\_  
Title

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

**Note:**

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

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

## ATTACHMENT 2 – TASK ORDER AGREEMENT

**CATS TORFP# P00P6202924 NUMBER**

**OF MASTER CONTRACT #050R5800338**

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

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
  - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # P00P6202924.
  - b. “CATS TORFP” means the Task Order Request for Proposals # P00P6202924, dated MONTH DAY, YEAR, including any addenda.
  - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
  - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
  - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
  - f. “TO Contractor” means the CATS 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 TORFP dated date of TO Proposal – Technical.
  - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
  - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
  - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
  - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
    - a. The TO Agreement,
    - b. Exhibit A – CATS TORFP

- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

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

### 3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS 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. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**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 TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the **Agency TO Manager unless otherwise specified herein**.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

**TO Contractor Name**

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

\_\_\_\_\_  
Date

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

STATE OF MARYLAND, **TO Requesting Agency**

\_\_\_\_\_  
By: **insert name**, TO Procurement Officer

\_\_\_\_\_  
Date

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

**ATTACHMENT 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 subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

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

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

## **ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

### **INSTRUCTIONS:**

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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.



# LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

## (CONTINUED)

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

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

**Contractor's Contract Administrator:**

\_\_\_\_\_

Signature Date

**Proposed Individual:**

\_\_\_\_\_

Signature Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

**ATTACHMENT 5 – DIRECTIONS  
TO THE PRE-TO PROPOSAL CONFERENCE**

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

## ATTACHMENT 6 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #P00P6202924

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the TO Requesting Agency will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

# ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Labor, Licensing and Regulation

TORFP Title: Maryland Automated Benefits System (MABS)

TO Manager: **TO Manager and Phone Number**

To: **TO Contractor's Contract Manager**

The following deliverable, as required by TO Agreement # **P00P6202924**, has been received and reviewed in accordance with the TORFP.

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

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

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

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

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

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

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

## ATTACHMENT 8 – 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 TORFP #P00P6202924 for Maryland Automated Benefits System (MABS). 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 1.7 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 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to TO Procurement Officer, Department of Labor, Licensing and Regulation 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 1.6 OF THE TORFP

## ATTACHMENT 9 – 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 Maryland Automated Benefits System TORFP No. P00P6202924 dated April 27, 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; 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.

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

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

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

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

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

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

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

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

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

**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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# 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 – TO CONTRACTOR PERFORMANCE EVALUATION AND STANDARDS

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

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

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

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

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

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

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