



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

**MARYLAND OVERPAYMENT CASE MANAGEMENT SYSTEM (MDOCS)
OPERATIONS & MAINTENANCE SUPPORT**

CATS II TORFP PROJECT # P00B0400179

MARYLAND DEPARTMENT OF LABOR, LICENSING & REGULATION (DLLR)

ISSUE DATE: MARCH 10, 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.

TORFP NAME:	Maryland Overpayment Case Management System (MDOCS) Operations & Maintenance support
Functional Area:	SOFTWARE ENGINEERING Functional Area 5
TORFP Issue Date:	March 10, 2010
Closing Date and Time:	April 19, 2010 at 02:00 PM
TORFP Issuing Office:	Department of Labor, Licensing and Regulation (DLLR)
Questions and Proposals are to be send to:	Latesa Thomas, Procurement Officer lthomas@dllr.state.md.us
TO Procurement Officer:	Latesa Thomas, Procurement Officer Office Phone Number: 410-230-6031 Office FAX Number: 410-333-3384
TO Manager:	Nancy Gabell 410-767-2482
Project Number:	P00R0403140
TO Type:	Time and Materials (T&M)
Period of Performance:	5 Years
MBE Goal:	25%
Small Business Reserve (SBR):	No
Primary Place of Performance:	DLLR, 1100 N. Eutaw St. Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	DLL will furnish work site and/or access to equipment, facilities or personnel as required.
TO Pre-proposal Conference:	April 9, 2010 at 1:00 p.m. 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 1325770802.15 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the 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)** format. The “subject” line in the e-mail submission shall state the **TORFP # P00B0400179**.

- The first file will be the TO Proposal technical response to this TORFP and titled “**CATS II TORFP # P00B0400179- Technical**”.
- The second file will be the financial response to this CATS II TORFP and titled, “**CATS TORFP # P00B0400179- Financial**”.
- The following proposal documents must be submitted with required signatures as **Adobe.PDF** files with signatures clearly visible:
 - Attachment 1 – Price Proposal.
 - Attachment 2 - MBE Forms D-1 and D-2
 - Attachment 4 - Conflict of Interest and Disclosure Affidavit,
 - 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 State 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 MINORITY BUSINESS ENTERPRISE (MBE)

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

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT 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 4 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 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.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS II master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS II task orders (TO). This process shall typically apply to active TOs for operations, maintenance, and support valued at \$1 million or greater, but all CATS II TOs are subject to review.

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

1.10 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 ...), 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 (DLLR) is issuing this CATS II TORFP to obtain technical services to provide Operations and Maintenance (O&M) support for the Maryland Overpayment Case Management System (MDOCS) database, application and hardware environment.
- B) This TORFP is for O&M support services based on time and materials (T&M) up to the hours defined in Attachment 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL.
- C) Work will be defined and approved in accordance with the Work Order, and the TO Contractor shall not proceed with any work until after a Work Order is approved in accordance with the policies and procedures defined in this TORFP.
- D) Limited onsite presence may be required when deemed necessary by DLLR and / or TO Contractor.

2.2 REQUESTING AGENCY INFORMATION

The MDOCS system was developed to support DLLR's Division of Unemployment Insurance (DUI) Benefit Payment Control (BPC) unit in expediting the detection and collection of overpayment benefits. The MDOCS automated system is a central repository of all overpayment benefit information and is critical to DUI's operation in replenishing the UI Trust Fund. The MDOCS system pulls overpayment case information from MABS (Maryland Automated Benefit System) and scans and performs OCR on the DUI overpayment cases to include archiving and indexing. In addition, MDOCS claimant information is matched against the Federal Department of Labor's (DOL) National New Hire program registry. MDOCS generates documents for employment verification for claimant matches who are working and collecting benefits. The resultant documentation allows the BPC staff the ability to view, schedule and maintain overpayment cases.

2.3 MANAGEMENT ROLES AND RESPONSIBILITIES

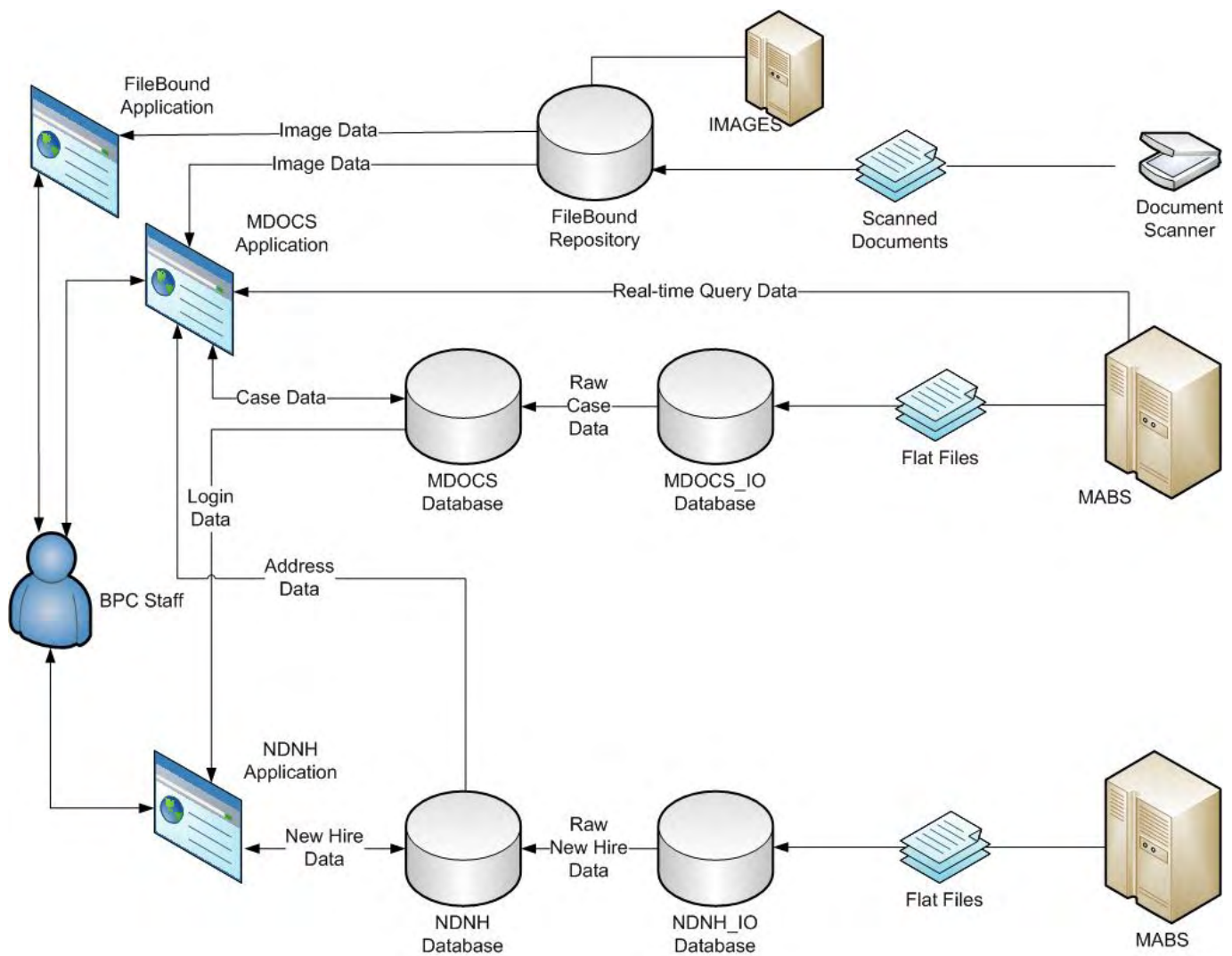
DLLR shall manage and coordinate all TO Contractor team activities required by this TORFP. DLLR shall oversee the activities and performance of all TO Contractor support personnel provided by the Master Contractor in support of this project. A primary point of contact for the project shall be identified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

2.4 SYSTEM BACKGROUND AND DESCRIPTION

- A) At its basic level, the current MDOCS system is comprised of the Filebound document and form data capture system.
- B) Images stored in the system are accessible via a Filebound supplied viewer.
- C) The MDOCS system configuration uses Filebound's document.
- D) Filebound provides for content management, viewer, work flow, document creation, document distribution, document security, disaster recovery and compliance.
- E) Infragestics provides for user interface controls for .Net, ASP.Net and Window forms.
- G) Visual Studio 2005 is used as an IDE in the development of graphical user interface applications, web site, and window forms.
- H) MDOCS and NDNewHire are two web applications residing on a DLLR load balanced web farm running IIS web server on Window Server 2003 OS.

- I) The MDOCS and NDNewHire web applications are accessible from the following sites:
MDOCS : <https://secure-2.dllr.state.md.us/MDOcs>
NDNewHire: <https://secure-2.dllr.state.md.us/NDNewHire>
- J) MDDOCS and NDNewHire data resides on SQL Server 2005 databases which receives mainframe data flat files via the SQL Server Integration Services (SSIS) architecture.
- K) FileBound: A separate hardware server is provisioned for the FileBound content management system which functions as a repository for captured form data, scanned documents and images.
1. The FileBound image repository resides on the local server.
 2. The FileBound indexing database resides on a SQL Server database.
 3. The FileBound systems' web interface is accessible at <https://dllrbpcdocs.dllr.state.md.us/v5>
 4. MS Visual Studio 2005 Tools provide for SQL Server Management tools for SQL Server Analysis Server and SQL Server Integration Server.
- L) The MDOCS system's configuration uses the FileBound document repository.

MDOCS Diagram



M) MDOCS

1) **Hardware**

The following table illustrates the hardware.

Sub System	Hardware	Software
Web Servers		
Three (3) Servers Support MDOCS/ ND NewHire	DELL PowerEdge 1750 on Nortel Networks Alteon 2424- SSL Load Balance Appliance. <ul style="list-style-type: none"> • Two (2) Hard Drive • 36G, U320, 10K, 1IN 80P, • Seagate SCSI configured RAID 1 Dual Processor , 80532K, 2.8GHz, 512K 533 • Decision ONE CPUs 2x DUAL In-Line Memory Module, • 1G, 266M, 128x72, 8k184. 1U (for total of 2Gb memory) CD-ROM • 10/100 Ethernet • 2U Rack mounted 	<ul style="list-style-type: none"> • Microsoft Windows Server 2003 Standard Edition sp2 & IIS web server. • Symantec Backup Exec 11d for Windows Servers Remote Agent and Open File Option
FileBound Server (DLLRBPCDOCS)	DELL PowerEdge R900 -4U rack 3.0GHz Intel Pentium Processor <ul style="list-style-type: none"> • 2-Quad Core, 2.93 Mhz CPUs • 4GB RAM 5x300 GB SAS 10K drives (RAID-5)	<ul style="list-style-type: none"> • Window Server OS and Iis web server • MS Visual Studio 2005 Tools is part of SQL Server Management tools for SQL Analysis Server and SQL Server Integration Server
There is a sequel cluster that resides on the back end.		
Scan Station (Quantity:1)	HP dc5100 PC and Kodak i620 scanner	<ul style="list-style-type: none"> • Microsoft® Windows® XP Professional • Input Accel Scan Modules

2) Software

Software
<u>Microsoft Visual Studio 2005</u> - Developer tools for building the forms interfaces to the web applications.
<u>Infragistics</u> - Developer tools for adding controls on a form for a web application.
<u>Filebound</u> - Provides for content management, viewer, work flow, document creation document distribution, document security, disaster recovery and compliance. Software is used to store images to File Server using SQL Server 2005 for indexes.

2.5 PROFESSIONAL DEVELOPMENT

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

2.6 REQUIREMENTS

2.6.1 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

- A) The TO Contractor proposed personnel must demonstrate a level of expertise in providing O&M support services on a technology platform similar to that of the MDOCS system platform as outlined in this TORFP and as specified in section 2.4. This procurement is for specific technical support resources based on a time and materials (T&M) basis.
- B) The TO Contractor proposed personnel will carry out assignments from TO Manager/DLLR-OIT Manager, which will be tracked and reported.
- C) All O&M work must be approved by the DLLR TO Manager/DLLR-OIT Manager prior to execution. A collaboration tool, (e.g. Sharepoint or other), must be used by the TO Contractor to track and manage all work performed under this contract. The collaboration tool is a requirement of the TO Contractor in fulfilling the obligations of this contract. Once the initial configuration is implemented, this configuration must remain throughout the duration of this contract unless there is express written approval from the DLLR TO Manager /DLLR-OIT Manager for any changes.
- D) All work will be assigned via a “Work Order” and managed/tracked through the collaboration tool. Review meetings will be required as deemed necessary by the DLLR TO Manager/DLLR-OIT Manager. All work performed by the Contractor must be captured and detailed in a level of effort (LOE) estimate and target due dates for Test and Production.
- E) The TO Contractor resources shall be responsible for testing all changes prior to deployment into the DLLR MDOCS Test and/or Production environments.
 - 1. Changes to the database by submitting functions to add/modify tables, add/modify Stored procedures, add/modify indexes and constraints to the DLLR TO Manager/DLLR OIT Manager.
 - 2. Consult/inform DLLR TO Manager/OIT Manager about website parameters i.e. Visual Studio version, frame work version application pool names, start date
- F) DLLR staff must have direct access to the TO Contractor collaboration tool to perform the following activities: make updates, change status, approve/cancel work orders, track status, and extract content directly into either Excel or as a CSV file format.

2.6.1 The Work Order Process and Supporting Collaboration Tool

- A) The Work Orders will be defined to support the following activities:
 - Maintain existing Production operations and availability.
 - Enhancements to MDOCS based on DLLR, user feedback, or DLLR requirements.

- Technical upgrades to system technology.
 - Implement maintenance improvements to support business workflows and needs. This support will include technical changes to the MDOCS system in conjunction with DLLR Office of Information Technology (OIT) technical infrastructure changes.
 - Support sustaining changes to capitalize on the processing power and business intelligence provided by the MDOCS system.
 - Resolve Production issues/defects that may arise due to expanding processing activities and user community feedback. Production work will take precedence over any work.
 - Support advanced data mining support to access MDOCS data and provide reports as required.
 - Support for legislative changes and requirements
- B) DLLR documents the Work Order in the collaboration tool and assigns an initial status (open, hold, approved) and priority (urgent, high, medium, low).
- C) The task is assessed by the TO Contractor level of effort (LOE) estimates (hours) and estimated date for User Acceptance Testing (UAT).
- DLLR at its discretion may provide directions for automatic approval (i.e. if less than 5 hours LOE, automatically approved).
- D) DLLR determines whether or not to proceed with the task. Dialogue may ensue. The task will change to approved or cancel/closed status. Or the task may remain on “hold” status pending further discussion or further review at a later date.
- E) If approved to proceed, the TO Contractor will complete the assignment in accordance with the MD State SDLC.
- Design, develop, unit test, install into MDOCS Dev environment
 - The task will be updated by the Contractor as it changes stages
- F) When completed through development, the change is turned over to DLLR OIT staff with the assistance of the DLLR OIT Manager and will implement the changes into the test MDOCS environment, which will facilitate User Acceptance Testing (UAT).
- If issues are found, steps D and E repeat until the changes are deemed “accepted” by DLLR
 - The task will be updated by DLLR or the Contractor as it changes stages.
- G) When the task is accepted, the DLLR OIT staff with the assistance of the DLLR OIT Manager will implement the changes into the production MDOCS environment.
- H) Once the change is installed into the production MDOCS environment, DLLR will facilitate final acceptance and validation of the change.
- If issues are found, steps 4 - 7 repeat until the changes are deemed “accepted” by DLLR.
- I) DLLR marks the task as Closed in the collaboration tool.

2.6.3 WORK HOURS

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

2.6.4 SERVICE LEVEL AGREEMENT

- A) Limited onsite presence may be required when deemed necessary by DLLR. The TO Contractor personnel assigned to the TORFP when on-site shall adhere to DLLR's policies regarding the use of telephone, internet, computer equipment and DLLR's Human Resources Employment Policies.

Based on the severity of an issue, the TO Contractor shall provide responses and support based on the following Service Level Agreement (SLA), with services available Monday through Friday from 8:00 AM to 5:00 PM, Eastern Time:

- Urgent (system outage or critical functionality inaccessible): Response within 1 hour of initial contact
- High (portions of the system inaccessible): Response within 4 hours of initial contact
- Normal: Response within 1 business day of initial contact
- Low: Response within 1 business day of contact

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

- 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 8am on Monday regardless of holidays)
- Must be provided bi-weekly, even if no work is performed.
- Must include CATS II TORFP #, 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 MDOCS 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 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL.

2.6.5 PERFORMANCE EVALUATION

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Attachment 11 to TO Contractor Performance Evaluation and Standards. Performance issues identified by the agency are subject to the mitigation process described in Section 2.6.6 below.

2.6.6 PERFORMANCE PROBLEM MITIGATION

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

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

2.6.7 SUBSTITUTION OF PERSONNEL 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 specifying their intended approved labor category along with their initial request as soon as the need for substitution is known but no longer than 3 days from the initial request. All proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel and must be approved by the TO Manager. The TO Manager shall interview the proposed substitute personnel. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution.

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 specifying their intended approved labor category. 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 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
- Remote VPN access to the MDOCS system if needed

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

- The State’s System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.
- The State of Maryland ADA Policies and Standards (<http://doit.maryland.gov> (search: nva))
- The State security accreditation guidelines:
<http://doit.maryland.gov/support/Pages/SecurityCertAccreditation.aspx>

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

- A) The TO Contractor proposed staff must demonstrate their level of expertise in providing O&M support services on a technology platform similar to that of the MDOCS platform as outlined in this TORFP as specified in section 2.4 and 3.2.1 B) 10).
- B) The TO Contractor must demonstrate by clearly documenting the obtaining of competent personnel to successfully complete this TORFP. All work performed for this project must be performed in the Continental US. No work may be performed or outsourced to resources located outside of the Continental U.S.

- C) This procurement is for specific technical support resources based on a time and materials (T&M) basis. The Contractor and their proposed staff shall present a high level of professional expertise in the items as outlined in this TORFP as specified in section 2.4 and 3.2.1 B) 10).
- D) The proposed personnel must meet the requirements of the appropriate Labor Classification.

2.10 RETAINAGE

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

2.11 INVOICING

2.11.1 Invoicing is Time and Materials (O&M)

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

2.11.2 Procedures for Submitting an Invoice

This procedure shall consist of the following requirements and steps

- A) The invoice packet shall identify the Department of labor, Licensing and Regulation (as the TO Requesting Agency), appropriate O&M Activity Reports, associated CATS TORFP #, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number and the following:
 - The name and address of the State agency being billed;
 - The TO Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number;
 - The invoice date, invoice #, amount due, the associated CATS II TORFP #, period of performance covered by the invoice, Task Description;
 - Additional information maybe required in the future. Invoices submitted without the required information will not be processed for payment until the TO Contractor provides the required information.
- B) The TO Contractor shall send the original of each invoice packet for payment to DLLR 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 TORFP. In no event shall any invoice be submitted later than 60 calendar days from the TORFP termination date.

2.13 MBE PARTICIPATION REPORTS

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

2.14 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, 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.

2.15 CHANGE ORDERS

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

2.16 SECURITY AND CONFIDENTIALITY

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

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

SECTION 3 - 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) 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.
 - 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. Additionally, this must also clarify how the Master Contractor will fulfill the MBE requirement and meet SLA (Service Level Agreement) time requirements.
 - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
 - 6) Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.
 - 7) Knowledge Transfer plan: The initial transfer of knowledge to the selected TO Contractor will be the first Work Order assigned. This knowledge transfer will include MDOCS system documentation and access to the MDOCS test environment residing on the DLLR computer network.
 - 8) Collaboration Tool(s) and Support Processes
- B) Proposed Personnel
 - 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel’s applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
 - 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance with sections 2.6.1 A), 2.9 and 3.2.1 B) 10).
 - 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 at least one named resource for each of 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

- At least three years of continuous experience in skills mentioned in 3.2.1 B) 10).
- 7) Each 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 and indicate the role or assignment that each individual is to have in the project. All positions and qualifications should be in conformance with the Labor Categories as defined in this TORFP.
 - 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 O&M or technical 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 identified resources must be able to provide a breadth of knowledge covering all of the following technical skills. In addition to Attachment 5, the TO Contractor shall provide an updated **TO Contractor Resource Skill Chart** as shown below in the TO Contractor Technical Proposal.

Technical Proposal Response Required: TO Contractor Resource Skill Chart – TO Contractor to complete the following chart for the proposed resources.

Resource Name	Technology	# of Years Experience with technology	Skill Level (1-5)*	Reference
	Programming in: <ul style="list-style-type: none"> • Microsoft Visual Studio 2008 • ASP.NET • SQL Server 2005 • Microsoft Active Directory needed if BPC decides to move web site to intranet • VB.NET Working Knowledge of: <ul style="list-style-type: none"> • Infragistics (Web controls for Visual Studio) • Filebound Software used to store images to File server using SQL Server 2005 for indexes • Computer Equipment • Web services • SQL Server Integrated Services (SSIS) 			

*Skill Level is based on a scale of 1 through 5 with 1 being low and 5 being high. Skill level assessment must be confirmed by at least 1 reference.

C) Staffing Strategy

- 1) Given the nature of the work to be performed under this contract, primarily on an “as needed” basis, the assigned TO Contractor staff will not be required to provide support to DLLR on a full-time basis. The TO Contractor must provide a detailed staffing strategy showing how each resource will

be able to support DLLR in conjunction with other work assignments that they may have from the TO Contractor. This should include details as to how the MBE goal will be met.

- 2) Clearly indicate whether or not each resource is an employee (W-2) of the TO Contractor or if they are a sub-contractor consultant paid hourly.
- 3) Clearly state the duration of the TO Contractor's work relationship with each resource.
- 4) Provide insight into the TO Contractor's contingency staffing plan should one or more resources become unavailable. This could include corporate organization chart along with commentary regarding internal processes associated to cross training and documentation.
- 5) Detail how the SLA's will be managed and adhered to given the part-time nature of the resources assigned to DLLR.

D) MBE Participation

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

E) Subcontractors

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

F) Master Contractor and Subcontractor Experience and Capabilities

Provide three examples of projects that you 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

- 1) Identify Master Contractor's facilities, including address, from which if approved by the TO Manager will be performed.
- I) State Assistance
- 1) Provide an estimate of expectation concerning participation by State personnel.
- J) Confidentiality
- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. 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 O&M support services based on a time and materials (T&M) basis up to the hours defined in Attachment 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL.
- D) DLLR is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite staff support of the MDOCS system on an as needed basis. The price per work order shall be based on direct labor hours expended at the fully loaded hourly rates. The labor rates for the labor category shall be the fully loaded hourly rate that includes all direct, indirect costs, general and administrative, and profit for the TO Contractor. TO Contractor resource management, invoicing, and progress reporting activities shall be included in the fully loaded rate.
- E) The resulting contract from this TORFP will be an Indefinite Demand Indefinite Quantity (IDIQ) Fixed Labor Price contract (as defined in COMAR 21.06.03) subject to the contract ceiling amount that shall not be exceeded without the necessary Contract Modifications or Change Order (CO) approval requirements. The contract ceiling amount is based on the number of hours in Attachment 1. Hours exceeding those numbers require Contract Modification or Change Order (CO) approval.
- F) No other amounts or costs will be paid to the Contractor. Specifically, no taxes or assessments or license fees or permits of any type will be paid in addition to the prices(s) proposed on the Price Proposal.
- G) The Offeror shall:
- 1) Not make any wording changes on the Price Proposal Form.
 - 2) Not specify any conditions or amendments to the Price Proposal Form.
 - 3) The offer will be declared unacceptable if 1) and/or 2) are ignored.

SECTION 4 - PROCEDURE FOR AWARDING A 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 for similar technology configurations
- Contractor proposed Staffing and Support models and references

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 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # P00R0403140**

LABOR CATEGORIES

Labor Categories	1	2	3
	Hourly Labor Rate	Total Annual Est. Hours	Total TORFP Price
Year 1			
Project Manager	\$	290	\$
Senior Systems Analyst	\$	1,760	\$
Application Programmer	\$	1,760	\$
Junior Computer Programmer	\$	1,450	\$
TOTAL YEAR 1 (A)			\$
Year 2			
Project Manager	\$	60	\$
Senior Systems Analyst	\$	425	\$
Application Programmer	\$	425	\$
Junior Computer Programmer	\$	385	\$
TOTAL YEAR 2 (B)			\$
Year 3			
Project Manager	\$	35	\$
Senior Systems Analyst	\$	250	\$
Application Programmer	\$	250	\$
Junior Computer Programmer	\$	300	\$
TOTAL YEAR 3 (C)			\$
Year 4			
Project Manager	\$	35	\$
Senior Systems Analyst	\$	250	\$
Application Programmer	\$	250	\$
Junior Computer Programmer	\$	300	\$
TOTAL YEAR 4 (D)			\$
Year 5			
Project Manager	\$	35	\$
Senior Systems Analyst	\$	250	\$
Application Programmer	\$	250	\$
Junior Computer Programmer	\$	300	\$
TOTAL YEAR 5 (E)			\$
Total A)+B)+C)+D)+E)	=	Total Evaluated Price	\$

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 O&M period.**

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # P00B0400179

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

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

In conjunction with the offer submitted in response to TORFP No. P00B0400179, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **25 percent** and, if specified in the TORFP, sub-goals of [redacted] percent for MBEs classified as African American-owned and [redacted] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

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

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror’s responsibility in connection with the certified MBE participation goal.

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

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number P00B0400179	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # P00B0400179 I state the following:

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

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

Offeror made the following attempts to contact personally the solicited MBEs:

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

(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

- Offeror did/did not attend the pre-proposal conference

- No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. P00B0400179, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP #P00B0400179 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
-------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

Return one copy of this form to the following address:

Zanes Cypress, MBE Liaison Maryland Department of Labor, Licensing & Regulation 500 N. Calvert Rm 400 Baltimore, MD 21202 zcypress@dllr.state.md.us	PROCUREMENT OFFICER Latesa Thomas 500 N. Calvert Rm 477 Baltimore, MD 21202 e-mail address: lthomas@dllr.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #P00B0400179 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		
Contact Person: _____		

Return one copy of this form to the following address:

Zanes Cypress, MBE Liaison Maryland Department of Labor, Licensing & Regulation 500 N. Calvert Rm 400 Baltimore, MD 21202 zcypress@dllr.state.md.us	PROCUREMENT OFFICER Latesa Thomas 500 N. Calvert Rm 477 Baltimore, MD 21202 e-mail address: lthomas@dllr.state.md.us,
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# P00B0400179 OF MASTER CONTRACT 060B9800035

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 # P00B0400179.
 - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO, 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.

2.0 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 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.

3.0 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 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 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, DLLR

By: Latesa Thomas, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or 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 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors 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. 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 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

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 # P00B0400179 for MDOCS Operations and Maintenance Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.8 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.8, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to **TO Procurement Officer, TO Requesting Agency** on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland (“the State”), acting by and through its 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 **TORFP** MDOCS OPERATIONS AND MAINTENANCE SUPPORT TORFP No. P00B0400179 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 with the TO number in the subject line.*

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>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.)</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>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) _____</p>	
<p>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) _____</p>	
<p>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) _____</p>	
Section 3 – Substitution of Personnel	
<p>A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)</p>	
<p>B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	

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

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 11 - CONTRACTOR PERFORMANCE EVALUATION AND STANDARDS

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

Performance Evaluation and Standards	Exceeds	Acceptable	Needs Improvement
Were Deliverable(s) completed on time.			
Stakeholder Satisfaction			
Quality of Work			
Responsiveness to Deliverable request(s)			
Have expectations been met			
Responsiveness of staff to inquiries			
Knowledge of staff			
Professionalism of staff			
Courtesy of staff			
Overall level of service provided			
Comments:			

TO Manager’s Signature

Date of Signature _____

Contractor’s Designated Authority’s Signature

Date of Signature

Printed Name _____

Printed Title _____

ATTACHMENT 12

Living Wage Requirements for Service Contracts

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

imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

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

ATTACHMENT 13

Affidavit of Agreement

Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date