



CONSULTING AND TECHNICAL SERVICES II (CATS II)

TASK ORDER REQUEST FOR PROPOSALS (TORFP)

**LITERACY WORKS INFORMATION SYSTEM (LWIS)
OPERATIONS & MAINTENANCE SUPPORT**

CATS II TORFP PROJECT #P00B9200204

MARYLAND DEPARTMENT OF LABOR, LICENSING & REGULATION (DLLR)

ISSUE DATE: SEPTEMBER 15, 2009

CONTENTS

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND.....5

SECTION 1 - ADMINISTRATIVE INFORMATION6

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT6

1.2 TO AGREEMENT.....6

1.3 TO PROPOSAL SUBMISSIONS.....6

1.4 ORAL PRESENTATIONS/INTERVIEWS6

1.5 MINORITY BUSINESS ENTERPRISE (MBE)6

1.6 CONFLICT OF INTEREST6

1.7 NON-DISCLOSURE AGREEMENT7

1.8 LIMITATION OF LIABILITY CEILING.....7

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES7

SECTION 2 - SCOPE OF WORK8

2.1 PURPOSE AND BACKGROUND8

2.1.1 PURPOSE.....8

2.1.2 PROJECT BACKGROUND.....8

2.1.3 CURRENT SYSTEM DESCRIPTION8

2.2 SCOPE OF SERVICES11

2.3 HARDWARE AND SOFTWARE12

2.4 DLLR SUPPLIED SERVICES AND FACILITIES12

2.5 WORK ORDERS: LIFECYCLE (INITIAL THROUGH ACCEPTANCE)12

2.5.1 THE WORK ORDER PROCESS AND SUPPORTING COLLABORATION TOOL14

2.5.2 WORK ORDER: BUDGET INCREASE PROCESS14

2.5.3 TIME REPORTING (O&M ACTIVITY REPORT).....15

2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES15

2.7 CONTRACTOR PERSONNEL QUALIFICATIONS.....16

2.8 CONTRACTOR STAFF REPLACEMENT.....17

2.9 RETAINAGE.....17

2.10 INVOICING17

2.10.1 INVOICING IS TIME AND MATERIALS (O&M)17

2.10.2 PROCEDURES FOR SUBMITTING AN INVOICE17

2.10.3 PAYMENTS18

2.11 MBE PARTICIPATION REPORTS18

2.12 REPORTING18

2.13 CHANGE ORDERS19

2.14 CONTRACT TERMINATION19

SECTION 3 - TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS20

3.1 REQUIRED RESPONSE20

3.2 FORMAT.....20

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE20

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE.....23

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT25

4.1 EVALUATION CRITERIA25

4.2 TECHNICAL CRITERIA.....25

4.3 SELECTION PROCEDURES.....25

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT25

ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL26

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS.....27

ATTACHMENT 3 – TASK ORDER AGREEMENT.....39
ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE.....41
ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY42
ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE44
ATTACHMENT 7 – NOTICE TO PROCEED45
ATTACHMENTS 8 AND 9 — N/A.....46
ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR).....47
ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR).....49
ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....52
ATTACHMENT 13 — LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS55
ATTACHMENT 14 — AFFADAVIT OF AGREEMENT57

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, 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 (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	LWIS Operations & Maintenance Support
Functional Area:	SOFTWARE ENGINEERING Functional Area 5
TORFP Issue Date:	9/15/09
Closing Date and Time:	10/21/2009 at 2:00 PM
TORFP Issuing Agency:	Department of Labor, Licensing and Regulation (DLLR)
Send Questions and Proposals	Latesa Thomas, Procurement Officer lthomas@dllr.state.md.us
TO Procurement	Latesa Thomas, Procurement Officer Office Phone Number: 410-230-6031 Office FAX Number: 410-333-3384
TO Manager:	Patricia H. Tyler 410-767-0168
TO Project Number:	P00B9200204
TO Type:	Time and Materials (T&M)
Period of Performance:	NTP to May 31, 2014
MBE Goal:	30%
Small Business Reserve (SBR):	No
Primary Place of Performance:	1100 N. Eutaw St. Baltimore, MD 21201
TO Pre-proposal Conference:	Department of Labor, Licensing and Regulation 1100 N. Eutaw Basement Room Baltimore, MD 21201 See Attachment 6 for directions. 10/19/2009 at 10:00 AM

CATS TORFP PROJECT NUMBER # P00B9200204
LWIS Operations and Maintenance Support

PRE-PROPOSAL CONFERENCE INTENT TO ATTEND

Print or Type

NAME OF COMPANY:

ADDRESS OF COMPANY:

E-MAIL:

EXPECTED NUMBER OF ATTENDEES:

**NAME OF PRIMARY CONTACT FOR
PURPOSES OF SENDING INFORMATION:**

If you are unable to attend the Pre-Proposal conference or submit a proposal, for this project please fill out the bottom portion of this letter and return to:

Department of Labor, Licensing and Regulation
Attention: Latesa Thomas
500 N. Calvert Rm # 400
Baltimore, MD 21202

I ___ will ___ will not attend the pre-proposal conference

I ___ will ___ will not submit a proposal for this project. If not, please explain:

___ Too busy at this time ___ Not engaged in this type of work

___ Site location too distant ___ Project too large/small (please check one)

___ Other (Specify) _____

Signature _____ Company Name _____

Telephone No. _____ Fax No. _____

E-mail _____ Date _____

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 32.13 for information on change orders.

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

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the 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 as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # P00B9200204. The first file will be the TO Proposal technical response to this TORFP and titled "CATS II TORFP # P00B9200204 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # P00B9200204 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Operations and Maintenance Price Proposal.
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit,

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall 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 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 10. 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 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(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 will be performing 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 and maintenance services valued at \$1 million or greater, but all CATS II TOs are subject to review.

Attachment 12 is a sample of 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 Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in the following section entitled *Living Wage Requirements for Service Contracts*. If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible; see Attachment 13.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the 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. If 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) shall assign the tier based upon where the recipients of the services are located.

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

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

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 Literacy Works Information System (LWIS) application environment.

The LWIS system was developed to support a primary goal of Maryland Adult Education program funded by the Workforce Investment Act to monitor performance outcomes, and to collect performance data required by the National Reporting System (NRS) as well as other data unique to Maryland programs. See the programs' description on <http://www.dllr.state.md.us/employment/>. Both the State and local programs need to focus on training and assistance to improve the quality of the data collected, and to support the use of NRS data for program management and improvement. Quality data that provides DLLR with information about who is attending programs, how long they attend, and what they achieve is essential to designing quality instructional programs for Maryland's adult learners.

Throughout this TORFP, there are several sub-sections titled "Technical Proposal Response Required: ..." *Each of these sections must be specifically addressed in the Contractor Technical Proposal response.* These responses should be incorporated in the Technical Proposal response as outlined in Section 3.2.1.

2.1.2 PROJECT BACKGROUND

The LWIS system was deployed in year 2000. The LWIS users are state office staff for the Maryland adult education and literacy program and its grantees/Literacy Works Agencies.

The LWIS architecture consists of a set of MS SQL relational databases and forms. History data from 2001 and 2002 fiscal years are stored on ACCESS databases. Beginning in 2003, data was migrated on MS SQL servers. Currently, separate databases are created for each current Fiscal Year (FY). Data entry is allowed only for a current year. The previous year's data is closed and not available for editing or entry after data is validated and updated 15 days after the end of each Fiscal Year (July 15). New databases shall be created and opened for data entry not later than August 15. All previous years of LWIS databases are available for reporting.

The current LWIS application is made up of four modules with one hundred-forty users having access to the Access/2000 modules on a MS Terminal server. The MS Terminal server is a shared resource with other MS Terminal Server applications. All authorized LWIS users have access to the system year round. However, due to limited licenses, no more than 45 users can log on concurrently. Normal loads run eight to ten concurrent users logged into MS Terminal Server during normal business hours, with peaks reaching twenty-five concurrent users in January, June, and July reporting periods.

2.1.3 CURRENT SYSTEM DESCRIPTION

The IT architecture at DLLR will be a design of Intel based servers running Windows 2008 Advanced Server and Windows XP client desktops. The LWIS client- server applications are based on SQLServer 2005, Access/2000, and VBA and are deployed on the SeMicrosoft Terminal Server 2008 (TS2008).

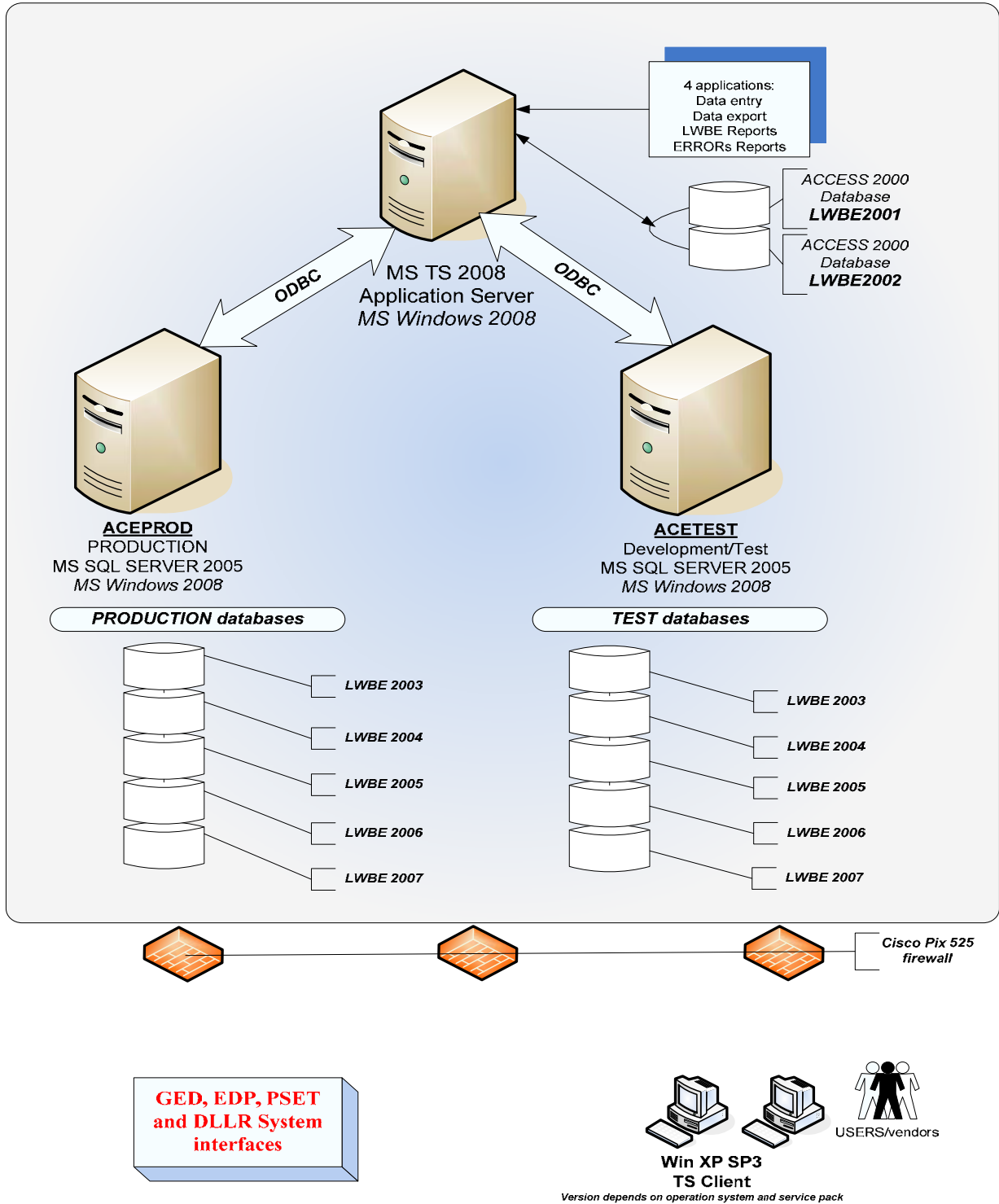
There are 3 LWIS environments housed at DLLR: Production, Test, and Development. Test and Development environment are located on the same server.

The TS2008 server contains the application server with ASP.NET, IIS, and COM+ technologies. It allows building, deploying, and operating WEB and distributed applications, including XML services. It supports Terminal Server with Remote Desktop enabled to allow users to remotely connect to the desktop.

Following are the hardware and software specifications for the servers used by LWIS:

<i>Server name</i>	<i>Configuration</i>	<i>Specification</i>
DLLRTRMNLSVC01	Hardware	<ul style="list-style-type: none"> DELL M605 Blade Dual Quad Core Processors 16GB of RAM
	OS	<ul style="list-style-type: none"> MS Windows Server 2008 (EE) SP 1 in a virtual server environment
	System Software	<ul style="list-style-type: none"> Microsoft Terminal server 2008 Application Server with ASP.NET, IIS,COM+ and XML Services Terminal Server with Remote Desktop
	Database Management System	<ul style="list-style-type: none"> MS ACCESS 2000 MS SQLServer 2005 Engine
SQLWH2 <i>Production Database Server</i>	Hardware	<ul style="list-style-type: none">
	OS	<ul style="list-style-type: none"> MS Windows Server 2008 (EE) SP 1
	System Software	<ul style="list-style-type: none">
	Database Management System	<ul style="list-style-type: none"> MS SQL Server 2005 Enterprise Edition
DEVBE <i>Development and Test Database Server</i>	Hardware	<ul style="list-style-type: none">
	OS	<ul style="list-style-type: none"> MS Windows Server 2008 (EE) SP 1
	System Software	<ul style="list-style-type: none">
	Database Management System	<ul style="list-style-type: none"> MS SQL Server 2005 Enterprise Edition

Below is the architecture of the LWIS environments.



2.2 SCOPE OF SERVICES

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.

DLLR is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite staff support of the LWIS 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 Contractor. Contractor resource management, invoicing, and progress reporting activities shall be included in the fully loaded rate.

Refer to ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL. This attachment details the yearly estimated O&M allocation in hours. Included in this section is the hourly rates per job classification should additional hours be required.

All resulting work shall be provided via Work Orders issued by DLLR, and shall be provided on a time basis.

Work will be defined and approved in accordance with the Work Order, and the 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.

Limited onsite programming presence may be required for Work Order turnover when deemed necessary by DLLR and TO Contractor.

Contractor travel expenses are not reimbursable.

The Contractor is not responsible for maintenance of DLLR hardware or Server and Desktop Operating System.

The Work Orders will be defined to support the following activities:

- Maintain existing Production operations and availability.
- Enhancements to LWIS based on U. S. Department of Education National Reporting System requirements, 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 LWIS 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 LWIS 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 LWIS data and provide reports for the Office of the Governor, State Stat, legislators, etc.

- Support for legislative changes and requirements

2.3 HARDWARE and SOFTWARE

Hardware and software to be used at DLLR locations may not be purchased as part of this TORFP. Any such hardware/software required to complete this project will be procured by DLLR using existing Contracts based on the Contractor's Specifications.

The Contractor is responsible for purchasing any hardware/software to be used by the Contractor at non-DLLR locations. The Contractor is responsible for purchasing and licensing any hardware/software used by the Contractor at non-DLLR sites, and such software cannot be charged to this contract.

The Contractor may require application development tools. The Contractor is responsible for purchasing and licensing such software and will retain ownership of all licenses. DLLR will provide the computers needed to host any application development tools used at DLLR according to the specifications described by the software's recommended system requirements.

2.4 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:

- Office space
- Office furniture (desk and chair)
- Telephone and fax equipment (local use only)
- Photocopier(s) and printer(s)

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

Programming tasks shall be performed at an off-site facility specified by the Contractor. The Contractor shall furnish the workspace, tools, equipment, and any other items needed to perform the work requirements of this TORFP at the Contractor's site. DLLR will not pay for any costs incurred at the 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 LWIS system

2.5 WORK ORDERS: Lifecycle (initial through acceptance)

All O&M work must be approved by the DLLR TO Manager /LWIS Application Manager prior to execution. A collaboration tool, as designated by DLLR (e.g. Sharepoint, Docushare, or other), must be used to track and manage all work performed under this contract. The collaboration tool is a requirement of the 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 /LWIS Application Manager for any changes.

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/LWIS Application 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.

The Contractor resources shall be responsible for testing all changes prior to deployment into the DLLR Test and/or Production environments. If estimates, either LOE or target dates, are chronically being missed due to a high number of defects found during the UAT phase, staff replacement actions as defined below may be initiated by DLLR.

DLLR staff must have direct access to the 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.

2.5.1 The Work Order Process and Supporting Collaboration Tool

1. DLLR documents the Work Order in the collaboration tool and assigns an initial status (open, hold, approved) and priority (urgent, high, medium, low).
2. The task is assessed by the 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).
3. 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.
4. If approved to proceed, the Contractor will complete the assignment in accordance with the MD State SDLC.
 - Design, develop, unit test, install into LWIS Test environment, system test
 - The task will be updated by the Contractor as it changes stages
5. When completed through development and testing, the change is turned over to DLLR, which will facilitate User Acceptance Testing (UAT).
 - If issues are found, steps 4 and 5 repeat until the changes are deemed “accepted” by DLLR
 - The task will be updated by DLLR or the Contractor as it changes stages.
6. When the task is accepted, the DLLR OIT staff with the assistance of the LWIS Application Manager will implement the changes into the production LWIS environment. If deemed necessary, the Contractor may be asked to facilitate the installation of the changes into the production LWIS environment.
7. Once the change is installed into the production LWIS 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.
8. DLLR marks the task as Closed in the collaboration tool.

2.5.2 Work Order: Budget Increase Process

1. If during the course of the work on the task, the Contractor determines that the original estimate was too low, the Contractor will notify DLLR TO Manager/LWIS Application Manager. DLLR TO Manager / LWIS Application Manager will provide direction as to how best to proceed. **Work shall stop on the item at this time.** Discussions between DLLR and the Contractor will commence to assess the best options to proceed.
2. The O&M task is then either approved to proceed with the increase in budget or closed without completion.
3. Based on these discussions, the verbally agreed upon strategy should then be documented in the collaboration tool. The Contractor should immediately update the task to reflect the details associated with the budget increase. DLLR should mark the task as approved to proceed.
4. Reasons for a budget increase include such items as a missed requirement, a new or changed requirement, something missed during Contractor analysis processing, etc.
5. The Contractor should identify 1) why an increase may be required; 2) how much of an increase is required; and 3) the details associated with the increase (i.e. this is the same process performed during initial estimation of the task).

6. Work may commence if the LOE (Level of Effort) revision is approved by DLLR.
7. Although DLLR understands the need for revising an estimate and recognizes the possibility of receiving an estimate that is less than the actual, frequent underestimation of LOE for tasks should be avoided by the Contractor.
 - LOE estimates are considered NOT TO EXCEED.
 - LOE estimates can be changed only if the process above is followed.
 - LOE estimates should not always be met. The Contractor should only invoice for hours actually expended. The estimate is a cap. The time sheets must reflect the actual hours expended.

2.5.3 Time Reporting (O&M Activity Report)

The Contractor will provide DLLR with an *O&M Activity Report* to be reviewed and approved. The logistics for time report will be determined after the award of contract. The Contractor is required to submit the time report bi-weekly.

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 resource name, job classification, 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 and funding on the contract.

Return of O&M Activity report to the Contractor:

If there are no issues or updates required to the bi-weekly O&M Activity report, the DLLR TO Manager/ LUIS Application Manager will sign and send it to the Contractor (to be used for invoicing). This is targeted to occur within 3 business days of receipt (and acceptance) of these materials (barring vacations and such in which alternate arrangements will be communicated).

2.5.4 Service Level Agreement (SLA)

Based on the severity of an issue, the 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 6:00 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 Contractor must provide details as to the support model which will facilitate this SLA (i.e. first contact, back-up contact, phone numbers.)

2.6 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 web site shall conform to Sections 504 and 508 standards of the U.S. Rehabilitation Act for accessibility www.section508.gov/ and refer to <http://www.accessible.org/bobby-approved.html> for additional information.
- The Family Educational Rights and Privacy Act
- 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>
- The State Information Technology Web Site Branding Standards (<http://doit.maryland.gov/webcom>)

2.7 CONTRACTOR PERSONNEL QUALIFICATIONS

The TO Contractor proposed staff must demonstrate a level of expertise in providing O&M support services on a technology platform similar to that of the LWIS system platform as outlined in this TORFP and as specified in 3.2.1 B) 10).

The Contractor must demonstrate “Corporate Capability” by clearly documenting the existence of adequate facilities or procedures for obtaining those facilities and 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.

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 below. The Contractor shall provide DLLR direct access to systems representing these skills during the vendor selection process if so requested (i.e. must be able to demonstrate expertise).

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

- A) Internet/Intranet Site Developer Senior or equivalent skills and experience
 - Education - Bachelors degree from an accredited college or university in Engineering, Computer Science Information Technology, Business or other related discipline or six (6) years of equivalent experience in a related field..
 - General Experience - Must have six (6) full years of web development experience using current Web development and graphics tools, as well as, Web server and database administration.
 - Specialized Experience At least five (5) full years of work experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance and site specific Web development languages and relational databases. In addition, at least three (3) full years of continuous work experience in the last

four years as a senior application programmer developing applications in Microsoft Access and ASP.Net and VB.Net with working knowledge of computer equipment, Windows Enterprise Server, Windows XP and the ability to develop complex software to satisfy design objectives.

- B) Communication - The Contractor's proposed staff must possess effective oral and written communication skills to effectively communicate with State staff.

2.8 Contractor Staff Replacement

In the event that DLLR is not satisfied with the performance of a staff member from the Contractor, the DLLR TO Manager will notify the Contractor in writing, describing the problem and delineating remediation requirements. The 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 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 Contractor shall submit resumes to the DLLR TO Manager /LWIS Application 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 /LWIS Application Manager shall notify the Contractor of acceptance or denial of the requested substitution.

In the event the dedicated person to this project is unable to work for a period of time i.e. vacation, it is the responsibility of the TO Contractor to ensure that work continues.

In the event of staff replacement for any reason, the 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.

2.9 RETAINAGE

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

2.10 INVOICING

2.10.1 Invoicing is Time and Materials (O&M)

The activities associated to O&M shall be invoiced either upon completion of work order within 15 calendar days of completion or on a monthly basis on the first business day of each month for all work authorized by the DLLR TO Manager/ LWIS Application 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 / LWIS Application Manager which details each approved task, task tracking number, and duration of time expended per resource category. The DLLR-signed O&M Activity reports must be included with the corresponding invoice.

2.10.2 Procedures for Submitting an Invoice

This procedure shall consist of the following requirements and steps:

- A) The invoice packet shall identify the DLLR Workforce Division, Adult Education Office (as the TO Requesting Agency), O&M Activity Reports, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

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 Budget & Fiscal Services, Accounts Payable
500 N. Calvert Street, Room 400
Baltimore, MD 21202

AND

Department of Labor, Licensing and Regulation
OIT, LWIS TO Manager
1100 N. Eutaw Street, Room 303
Baltimore, MD 21201

An electronic copy shall be sent to the LWIS Application Manager. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date. Any such invoice will be rejected and not be subject to payment.

2.10.3 Payments

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described in Section 2.11, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if not in compliance with the procedures defined in 2.10.2

2.11 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 2ND Monday 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 Procurement Officer. The Procurement Officer will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.12 REPORTING

The TO Contractor and the DLLR Adult Education Office shall conduct monthly progress meetings 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.

2.13 CHANGE ORDERS

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

2.14 CONTRACT TERMINATION

Failure to comply with any of the terms and conditions of this TORFP may result in termination of the contract.

SECTION 3 - TASK ORDER PROPOSAL FORMAT & SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu or you can complete the "NOTICE TO MASTER CONTRACTORS" form on page 6 and email the form to the DLLR Procurement Officer.

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 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 Contractor will be the first Work Order assigned. This knowledge transfer will include LWIS system documentation and access to the LWIS test environment residing on the DLLR computer network. The Contractor will need to obtain the knowledge to 1) build a development environment at the Contractor location, 2) support build/change migrations into the DLLR Test and Production environments, 3) troubleshoot and assess issues.

The Contractor Technical Proposal shall include:

- *The plan for how the Contractor will obtain/execute the knowledge transfer;*
- *The resources and level of effort per resource associated to this task.*

- 8) Hardware and Software available at the Master Contractor's site

DLLR currently supports both a Production and Test environment configuration. The Technical Proposal shall include details as to the Development environment requirements for the Contractor should they be awarded this contract. Specifically, does the Contractor already support MS CRM applications such that they have the resources to host the Development environment at their location or must DLLR provide a full or partial Development environment? A hybrid configuration of some components at DLLR and some at the Contractor's office is also an option. All technology components defined in the architecture diagram should be addressed in the Contractor response.

9) Collaboration Tool(s) and Support Processes

The Contractor must support a collaboration tool or tools approved and designated by DLLR (e.g. Sharepoint, Docushare, or other) for task (issue) tracking, time tracking, and other project management tracking. See Section 2.6. The chosen tool(s) and how they will be utilized shall be described in the Technical Proposal. All aspects of the Work Order process as defined in the TORFP should be documented including:

- a) Work order management
- b) Time Management
- c) Budget Management (LOE tracking, budget increase process)
- d) SLA process/tracking

Documentation of these processes should include screen shots of the collaboration tool representing a sampling of steps defined in process flow commentary by the Contractor.

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 to 3.2.1 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, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.
- 5) Complete the Contractor Resource Skill Chart
- 6) The Contractor must provide at least one named resource (primary) for each of the Labor Categories listed below. A back-up (secondary) resource for each position may also be provided. 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
 - Resource Skill Chart (3.2.1 10)) for technical resources
 - At least three years of continuous experience in skills mentioned in 3.2.1 10).
- 7) Each resource must meet all of the qualifications as defined in the Labor Categories in Section 2.8.3 for which they are associated and documented in Attachment 5 – Labor Classification Personnel Resume Summary.
- 8) The 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 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, either the primary or secondary, must be able to provide a breadth of knowledge covering all of the following technical skills. In addition to Attachment 5, the Contractor shall provide an updated **Contractor Resource Skill Chart** as shown below in the Contractor Technical Proposal.

Technical Proposal Response Required: Contractor Resource Skill Chart – to be updated with LWIS skills

Resource Name	Technology	# of Years Experience with technology	Skill Level (1-5)*	Reference
	Programming in: <ul style="list-style-type: none"> • Microsoft Access • Access-Visual Basic • ASP.Net • VB.Net • SQL 2000 & 2005 • Microsoft Active Directory • Microsoft.Net • Internet Programming 			
	Working Knowledge of: <ul style="list-style-type: none"> • Computer Equipment • Windows Enterprise Server • Windows XP • Windows Advance Server 			

*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 Contractor staff will not be required to provide support to DLLR on a full-time basis. The 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 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 Contractor or if they are a sub-contractor consultant paid hourly.
- 3) Clearly state the duration of the Contractor’s work relationship with each resource.
- 4) Provide insight into the 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 SLAs will be managed and adhered to given the part-time nature of the resources assigned to DLLR.

C) MBE Participation

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

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) 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.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity,
 - b) A brief description of the services/goods provided,
 - c) The dollar value of the contract,
 - 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.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

G) State Assistance

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

H) Confidentiality

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

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

(Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal).

B) Attachment 1 - Completed Financial Proposal.

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

DLLR is seeking fully loaded hourly rates for time and materials services for experienced offsite/onsite staff support of the LWIS system on an as needed basis.

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 as to each category require Contract Modification or Change Order (CO) approval.

D) 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.

E) 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 Staffing and Support models and references

4.3 SELECTION PROCEDURES

- I) 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.
- J) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- K) 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. See Attachment 7 - Notice to Proceed (sample).

**ATTACHMENT 1 - OPERATIONS AND MAINTENANCE PRICE PROPOSAL
PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # P00R9204786**

LABOR CATEGORIES (REFER TO ERROR! REFERENCE SOURCE NOT FOUND.)

Labor Categories	A	B	C
	Hourly Labor Rate	Total Est. Hours	Total TORFP Price
A) Year 1			
Internet/Intranet Site Developer Senior	\$	400	\$
A) TOTAL YEAR 1			\$
B) Year 2			
Internet/Intranet Site Developer Senior	\$	400	\$
B) TOTAL YEAR 2			\$
C) Year 3			
Internet/Intranet Site Developer Senior	\$	400	\$
C) TOTAL YEAR 3			
D) Year 4			
Internet/Intranet Site Developer Senior	\$	400	\$
D) TOTAL YEAR 4			\$
E) Year 5			
Internet/Intranet Site Developer Senior	\$	400	\$
E) TOTAL YEAR 5			\$
Total A)+B)+C)+D)+E)	=	Total Evaluated Price	\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

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

CATS II TORFP # P00B9200204

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 2ND Monday of the month following the month that is being reported. For example, the report for January’s activity is due no later than the 13th 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 2nd Monday 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. , I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 30 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 THIS AFFIDAVIT WITH BID/PROPOSAL

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	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ _____ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ _____ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and 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 THIS AFFIDAVIT WITH BID/PROPOSAL

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	
Dollar Amount and Percentage of Total Contract \$ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ %	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Dollar Amount and Percentage of Total Contract \$ %	

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

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 # P00R9204786 I state the following:

2. 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.

Offeror Name

By: _____
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. P00R9204786, it and _____,
(MBE 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:

MBE Subcontractor Contract Amount

By: _____
Prime Contractor Signature

Name

Title

Date

By: _____
Subcontractor Signature

Name

Title

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 second Monday of each month.	CATS TORFP #P00R9204786 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 E. Cypress, III Minority Business Liaison Officer Maryland Department of Labor, Licensing & Regulation 500 N. Calvert, 4 th Floor Baltimore, MD 21202 (410) 230-6027 zcypress@dllr.state.md.us

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP #P00R9204786	
Reporting Period (Month/Year): __/____	Contracting Unit _____	
Report is due by the second Monday of each month.	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 E. Cypress, III
Minority Business Liaison Officer
Maryland Department of Labor, Licensing & Regulation
500 N. Calvert, 4th Floor
Baltimore, MD 21202
(410) 230-6027
zcypress@dllr.state.md.us

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# P00B9200204 OF MASTER CONTRACT

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 II TORFP # ADPICS PO.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # ADPICS PO, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of 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 II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

Scope of Work

- 1.1 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.
- 1.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS II TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

- 1.3 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.

Time for Performance

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

Consideration and Payment

- 1.4 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 1.5 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 1.6 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.
- 1.7 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, **TO Requesting Agency**

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

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"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.

"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.

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.

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):

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:

2. Master Contractors must comply with all personnel requirements under the Master Contract TORFP 050R5800338.

Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS II TORFP process.

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.

Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.

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.

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 will be held at:

Department of Labor, Licensing and Regulation
Basement Conference Room
Baltimore, MD 21201

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement #P00B9200204

Dear TO Contractor Contact:

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

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENTS 8 AND 9 — N/A

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

L) 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").

M) OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #P00B9200204 for Maryland Accountability & Reporting System (MARS). In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dorothy Richburg, MSDE 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.

N) OFFEROR: _____ BY: _____

O) NAME: _____ TITLE:

P) ADDRESS: _____
-

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland ("the State"), acting by and through its **TO Requesting Agency** (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for **TORFP Title TORFP** No. P00R9204786 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or

the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT 12 – 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>
<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>D) Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>Section 4 - MBE Participation</p>
<p>A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) _____ %</p>
<p>B) Are MBE reports D-5 and D-6 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ % (Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>
<p>D) Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>E) Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions) _____</p>
<p>Section 5 - TO Change Management</p>
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>
<p>B) Does the change management procedure include the following?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)</p>
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality) _____</p>

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 — 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 14 — 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
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Title

Witness Name (Typed or Printed)

Witness Signature	Date
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