



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

**DIVISION OF UNEMPLOYMENT INSURANCE
DATA VALIDATION OVERSIGHT PROJECT**

CATS II TORFP PROJECT # P00B2400118

SMALL BUSINESS RESERVE ONLY

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

ISSUE DATE: DECEMBER 8, 2011

NOTICE TO BIDDERS/OFFERORS
SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract.

For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:

- * It is independently owned and operated;
- * It is not a subsidiary of another business;
- * It is not dominant in its field of operation;
- * Its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
- * Its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
- * Its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- * Its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
- * Its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
- * The architectural and engineering services of the business did not employ more than 100 persons and the gross sales of the business did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.
- * If a business has not existed for 3 years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Further information on the certification process is available at www.dgs.state.md.us and click on the Small Business Reserve hyperlink.

A. Ineligible Bids or Proposals. Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.

B. Before awarding a contract under a contract designated as a small business reserve procurement, the procurement officer shall verify that the apparent awardee is certified by the Department of General Services as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been certified.

C. Reporting. The designated procurement units shall submit a report on the Small Business Reserve Program.

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) 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 the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	UI Data Validation Oversight Project
Functional Area:	Functional Area 10 – IT Management Consulting Services
TORFP Issue Date:	December 8, 2011
Closing Date and Time:	January 10, 2012
TORFP Issuing Office:	Department of Labor, Licensing and Regulation
Questions and Proposals are to be send to:	Brenda Lee, Procurement Officer blee@dllr.state.md.us
TO Procurement Officer:	Brenda Lee, Procurement Officer Office Phone Number: 410-230-6027 Office FAX Number: 410-767-8899
TO Manager:	Donisha Turner 410-767-2441
Project Number:	P00B2400118
TO Type:	Fixed Price
Period of Performance:	Not to exceed twelve (12) months from Notice to Proceed
MBE Goal:	0%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Department of Labor, Licensing and Regulation Division of Unemployment Insurance 1100 N. Eutaw St. Room 501 Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	DLLR will furnish work site and/or access to equipment, facilities or personnel as required.
TO Pre-proposal Conference:	December 21, 2011 @ 11:00 a.m. Department of Labor, Licensing and Regulation 1100 N. Eutaw St., GWIB Conference Room, First Floor Baltimore, MD 21201 See Attachments H and I additional information.

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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 (TOA) scope issues, and for authorizing any changes to the TOA. See Section 2.14 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TOA; 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 TOA, Attachment A, will then be entered into between DLLR and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

Proposals must be submitted to the TO Procurement Officer at the address listed below:

Brenda Lee
Maryland Department of Labor, Licensing and Regulation
The Office of Budget and Fiscal Services
Room 481
500 North Calvert St
Baltimore, MD 21202

The TO Procurement Officer will **not** accept submissions after the stated date and exact time listed on the Key Information Summary Sheet.

The Proposal is to be submitted in a single package with one paper “hard copy” and two (2) separate CDs for each response (Technical and Financial) for a total of four CD’s and one paper submission to the Procurement Officer at the address listed above. Therefore, each submission will contain 5 items:

- One printed “hard copy” of all required documents
- The first CD (two copies) which will contain five items clearly identified:
 - The technical response to this RFP titled “**TORFP # Technical**” (in Adobe PDF Format).
 - And the following proposal documents which must be submitted with required signatures as Adobe PDF files with signatures clearly visible:

- Attachment B – Price Proposal Form
 - Attachment C – Conflict of Interest Affidavit/Disclosure
 - Attachment E – Non-Disclosure Agreement - Offeror
 - Attachment H – DLLR Resources and Data Sharing Agreement
 - Attachment J - Living Wage Affidavit of Agreement
 - Attachment K – Confidentiality Certification Form
- The second CD (two copies) will contain the financial response to this TORFP titled, **“TORFP # - Financial”** (in Adobe PDF Format)

1.4 ORAL PRESENTATIONS

Qualified Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor’s proposal and are binding if the Contract is awarded. The Procurement Officer will notify Master Contractors of the time and place of oral presentations. Master Contractors should be prepared for presentations within two weeks of the proposal closing date.

1.5 CONFLICT OF INTEREST

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

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

1.6 NON-DISCLOSURE AGREEMENT

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

1.7 LIMITATION OF LIABILITY CEILING

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

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

1.9 LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's living wage requirements is contained in this solicitation (see Attachment I).

Contracts and Subcontractors subject to the Living Wage Law shall pay each covered employee at least a minimum amount set by law for the applicable Tier Area; currently \$12.49 per hour in the Tier 1 Area and \$9.39 per hour in the Tier 2 Area. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-1 02 (d) of the SFP Article shall assign the tier based upon where the recipients of the services are located.

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

1.10 SENSITIVE DATA POLICY

TO Contractor awarded the TOA, in order to fulfill the requirements of the TOA, will be required to read, sign and comply with the Confidentiality Policy in the form of Attachment K.

1.11 SMALL BUSINESS RESERVE AFFIDAVIT

This is a Small Business Reserve Procurement for which the award will be limited to Certified Small Business vendors. Only businesses that meet the statutory requirements set forth in the State Finance and Procurement Article §14-501-14505, Annotated Code of Maryland and who are registered with the Department of General Services Small Business Reserve Program are eligible for award of a contract. (For more information see Attachment 0).

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE AND PROJECT BACKGROUND

The Maryland Division of Unemployment Insurance is requesting proposals from qualified vendors to perform an independent review of the Unemployment Insurance (UI) Benefits Data Validation files in accordance with US Department of Labor (USDOL) guidelines, definitions and requirements.

The selected TO Contractor will verify that Maryland UI benefit extract files are designed to meet Federal UI data validation specifications. The basic UI data validation system, developed by USDOL, is intended to reconstruct the counts and ensure the accuracy of the data reported on the Unemployment Insurance monthly, quarterly and annual reports to USDOL, Employment and Training Administration (ETA). These reports are used for performance measurement as well as budget formulation and allocation.

States report UI data to USDOL on a monthly and quarterly basis through the Unemployment Insurance Required Reports (UIRR) data entry system. In Maryland, this is commonly referred to as the Sun System.

UI data validation reported counts and their underlying data are subjected to a series of tests with pass/fail criteria. To do this, computer programs are created by each state's unemployment insurance unit to search their UI databases and extract all transactions that should be submitted on the USDOL reports.

These extract files are imported into the data validation software. The software processes fifteen UI benefit files and five UI tax files. USDOL had grouped the data files into what has been termed "populations." This request is **only** for the 15 benefit files, populations 1-14 including population 3a. Examples of populations include: verification of weeks claimed, claims filed, appeals filed and the age of overpayments.

States are required to validate reported data every third year, except for data elements used to calculate Government Performance and Results Act (GPRA) measures, which must be validated annually. Items that do not pass validation must be revalidated the following year. The validation year (VY) covers data of any reporting period during the twelve months beginning April 1 and ending March 31. Results are submitted to USDOL by June 10.

2.2 REQUESTING AGENCY

Maryland's Division of Unemployment Insurance (DUI) is the largest agency within the Department of Labor, Licensing and Regulation. DUI provides UI benefits to individuals who become unemployed through no fault of their own, are ready, willing and able to work, and actively seeking employment.

The data validation program resides within DUI's Quality Management and Internal Analysis unit, which also oversees quality control, internal security and program integrity.

2.3 ROLES AND RESPONSIBILITIES

The purpose of this section is to distinguish between TO Contractor and DLLR roles.

- A. TO Procurement Officer - DLLR staff person responsible for managing the procurement process resulting in a TO Agreement for these Oversight Services;
- B. TO Manager – The TO Manager for this procurement will be DUI’s Data Validation Coordinator from the Quality Management and Internal Analysis unit. This individual will provide and coordinate internal resources for the TO Contractor. The TO Manager is responsible for overseeing all the work required under this TO Agreement for UI Data Validation Oversight Services and approval of deliverables;
- C. TO Contractor – The CATS II Master Contractor awarded the TO Agreement for UI Data Validation Oversight Services. The TO Contractor shall provide the necessary resources, personnel, and subcontractors to perform the services and meet the objectives.
- D. TO Contractor Project Manager (PM) – The TO Contractor shall assign a Project Management Institute (PMI) Certified Project Manager. The PM shall be the primary point of contact between the TO Contractor and TO Manager.

2.4 PROJECT DESCRIPTION

- 2.4.1 This request is for an examination of Maryland’s UI data validation files for conformity to USDOL’s UI reporting business rules.
- 2.4.2 The selected TO Contractor will identify and verify that Maryland’s programs are extracting the correct transactions for each data validation report “population,” and provide the State with an independent verification and validation certification.
- 2.4.3 USDOL’s data validation files methodology is process oriented vs. output oriented and the application of business rules varies from state to state. Module 3 of the ETA 361 Validation Handbook outlines the state application of federal business rules. Furthermore, Module 3 provides information for tracking of all values in the state files through the state system to the source documentation to determine the validity of the data, in order to ensure that the instructions correctly reference specific data sources. For Example: The TO Contractor shall review the files for errors and the cause of overpayment issue codes present in the benefits population 12 file to determine whether they match the issue codes in Module 3. A copy of the current Maryland Module 3 (ETA 361 Validation Handbook) is available upon request.
- 2.4.4 Data Validation Extract data files used for the federal reports are stored in:
Benefits: DB2 Tables – IBM Mainframe (Populations 1, 2, 3, 3a, 4, 5, 12, 13, 14)
Appeals: Microsoft SQL Server 2005 (Populations 6, 7, 8, 9, 10, 11)
- 2.4.5 Contract Term: This Contract shall be effective for the period not to exceed one year from the NTP. The State shall have no obligation for services rendered by the TO Contractor which are not performed within the specified period.

2.5 PROJECT OBJECTIVES

The TO Contractor shall assess the UI Data Validation Oversight Project focusing on:

- A. Project management processes consistent with: 1) The project management knowledge areas described in PMI's Project Management Body of Knowledge (PMBOK) with emphasis on Time, Scope, Cost, Quality, Human Resource, and Procurement; and 2) Application of Maryland's System Development Life Cycle (SDLC) methodology;
- B. Independent review of existing UI benefits data extract files;
- C. Identifying any errors found in the extract files or user methodology in collaboration with UI staff;
- D. Updating Maryland's Module 3 document. Where discrepancies are identified between the Module 3 and Maryland's process and data files, the TO Contractor shall include the final resolution in the Maryland Module 3, thereby creating an updated Module 3 for the state at the conclusion of the project.

2.6 REQUIREMENTS

2.6.1 The TO Contractor shall provide independent research, stakeholder interviews (see Section 2.7 & 2.8), and the review and analyses of project processes, project files and documentation for the UI Data Validation Oversight Project.

2.6.1.1 In working with project stakeholders, the TO Contractor shall strive to minimize or avoid any adverse impact on the target project schedule.

2.6.2 The TO Contractor shall assign a PM who shall be the TO Contractor's lead resource. The PM must be certified by the PMI as a Project Management Professional.

2.6.2.1 In executing the contract and developing identified deliverables, the TO Contractor shall apply recognized project management best practices and industry standards according to PMI. Specifically, with regard to the treatment of findings on State agency project management processes, the TO Contractor shall formulate findings and deliverables in terms consistent with PMBOK.

2.6.3 The TO Contractor shall coordinate closely with DUI program, systems, and validation staff to develop and monitor project plans and requirements, including coordinating all on-site visits with the TO Manager.

2.6.4 The TO Contractor's PM shall meet with the TO Manager and other DUI staff via a telephone conference call or on-site visit at the choice of the TO Contractor, within two (2) days of the Notice to Proceed.

2.6.5 The TO Contractor shall provide an agenda for the Kick Off Meeting to the TO Manager at least one (1) business day, excluding state holidays, prior to the date and time scheduled for the on-site Kick Off meeting (NTP +7). This meeting shall take place at DUI offices at 1100 N. Eutaw Street, Baltimore, MD 21201.

2.6.6 The TO Contractor shall provide the Project Management Plan, within two (2) weeks of the NTP. The Project Management Plan shall be updated as needed.

2.6.7 The TO Contractor shall agree to the following:

- A. The TO Contractor shall compare the UI benefits databases with the extract files to ensure that all reportable records were included in the validation population files.
- B. The TO Contractor shall provide specifications for DUI programmers to query the UI databases for independently derived counts to compare with the validation counts.
- C. The TO Contractor shall assess Benefit populations by State established groups: Populations 1-5, 6-11 and 12-14 and shall submit three (3) preliminary population reports.
- D. As described in the Deliverable section (2.9.6) the TO Contractor shall submit a Final Report for all 15 populations (which includes Population 3a). The report shall identify corrective actions that will resolve all identified errors. Following submission of the report, the State will have 60 days to make the recommended corrections. At the conclusion of that 60 day window, the TO Contractor shall again review the errors to see if the Populations pass USDOL's requirements. The outcome of that final review shall be documented in a Certification of Accuracy Letter.
 - The TO Contractor shall provide technical assistance and training to DUI and the Office of Information Technology (OIT) staff on correcting specific or procedural errors or issues discovered during the course of the data review. The TO Contractor shall not perform any Data Validation programming or be required to provide training materials.

2.6.8 The State is aware that the end result of the independent verification and validation depends on the quality of its UI validation procedures and validation extract files at the conclusion of the project.

2.7 PROJECT STAKEHOLDERS

Project Stakeholders include:

- A. Maryland Division of Unemployment Insurance
- B. US Department of Labor
- C. Maryland Division of Lower Appeals
- D. Maryland Board of Appeals

2.8 INTERVIEWS

The TO Contractor shall interview relevant parties to include:

- A. DUI Data Validation Manager
- B. Lower Appeals staff
- C. Board of Appeals staff
- D. DLLR's Office of Information Technology (OIT) staff

- E. US Department of Labor staff (as needed)
- F. Additional staff as needed and identified during the course of assessment.

2.9 DELIVERABLES

- 2.9.1 For each written deliverable, draft and final, the TO Contractor shall complete and submit to the TO Manager an electronic copy compatible with Microsoft Office 2003.
 - 2.9.1.1 Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:
 - A. Be presented in a format appropriate for the subject matter and depth of discussion.
 - B. Be organized in a manner that presents a logical flow of the deliverable's content.
 - C. Represent factual information reasonably expected to have been known at the time of submittal.
 - D. Present information that is relevant to the Section of the deliverable being discussed.
 - E. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.
 - 2.9.1.2 When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable in the format listed above. Final documents shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation.
- 2.9.2 Upon completion of a deliverable, the TO Contractor shall document each deliverable to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment N). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.
 - 2.9.2.1 Upon receipt of a deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment O).
 - 2.9.2.2 In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.
 - 2.9.2.3 Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the

deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Section 2.13 Invoicing).

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2.9.3 Deliverable Descriptions, Acceptance Criteria, and Time of Performance

The required deliverables and required time frames for completion based on NTP are defined in the table below. Deliverables may be submitted earlier than indicated. The TO Contractor will work to meet Time of Performance and proactively manage the project to avoid unexpected delays to deliverables.

2.9.3.1 Issues with meeting Time of Performance should be raised to the TO Manager at least two weeks prior to due date of deliverables for resolution. The total NTP time of 240 calendar days shall not be exceeded without written consent of the TO Contract Manager. Changes in the NTP time shall not affect the contract fixed price.

2.9.3.2 For all Findings Reports, Corrective Action Plans, and Presentations, due to the sensitive nature of the material, TO Contractor and all its personnel assigned to the project must sign and comply with Attachment M – Confidentiality Certification Form prior to NTP ID.

NTP. ID	Deliverables	Deliverable Acceptance Criteria	Time of Performance Not to Exceed (NTP + Calendar Days)
2.9.3.3	Project Kick-Off Meeting - The meeting shall accomplish the following: define roles and responsibilities, establish logistical details and communication expectations, and clarify tasks and time frames. The TO Contractor PM shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant meeting materials for the meeting to the TO Manager in advance of the scheduled date. Prior to and in preparation for the kick-off meeting, the TO Contractor shall provide a draft copy of the kick-off materials, begin independent research and obtain pertinent project documents and information from the TO Manager.	<ul style="list-style-type: none">• Meeting agenda• Sign-in sheet• Presentation material in MS Power Point shall address, at a minimum, the following:<ul style="list-style-type: none">➢ Roles & Responsibilities➢ Processes➢ Methodology➢ Objectives➢ Schedule➢ Documentation Needs• Concise, oral presentation delivered in person by the TO Contractor.• Artifacts will comply with PMI Methodology where applicable	7 Calendar Days
2.9.3.4	Project Management Plan – This plan shall be a Microsoft Word document submitted via e-	<ul style="list-style-type: none">• Project Management Plan in Microsoft Word shall contain, at a	14 Calendar Days

	<p>mail attachment. Once the TO Manager accepts the PMP deliverable, it will become the baseline to gauge variances and TO Contractor performance. The Word document shall be accompanied by a Gantt chart schedule of tasks and time frames for all deliverables. The TO Contractor shall provide a draft copy of the Project Status Report (Deliverable 2.9.3.5) with the Project Management Plan. The TO Contractor shall relegate the Project Status Reports and Gantt chart to a separate part of the document for clarity.</p> <p>The TO Contractor shall update the Gantt chart as needed on a bi-weekly basis and submit it with Project Status Reports (See Deliverable 2.9.3.5).</p>	<p>minimum, the following:</p> <ul style="list-style-type: none"> ➤ Description of background, purpose, and approach consistent with the SOW and the TO Contractor's Proposal ➤ Include a Microsoft Project file that is a Gantt chart schedule of tasks and time frames for all deliverables ➤ Draft copy of the Project Status Report ➤ Process map of UI reporting and validation functions and systems and data sources for validated benefits data <ul style="list-style-type: none"> • Artifacts will comply with PMI Methodology where applicable 	
2.9.3.5	<p>Project Status Reports – These reports shall be Microsoft Word documents submitted bi-weekly via e-mail attachment with “Status Report” in the e-mail subject line. The reports shall detail the activities and progress for comparison against the Project Management Plan (Deliverable 2.9.3.4). Reports shall be submitted in conjunction with bi-weekly status discussions with the TO Manager. Note: This deliverable should be submitted when the last Project Status Report is submitted.</p>	<ul style="list-style-type: none"> • Reports in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ➤ Purchase Order Number and the reporting period information ➤ Table listing all project deliverables and indicating percent complete for each ➤ List of work performed and tasks accomplished during the reporting period ➤ List of tasks planned for the next reporting period ➤ Section describing any project issues and risks, probability, 	28 Calendar Days for the first report and bi-weekly thereafter

		<p>potential impacts on the project schedule, scope, and cost</p> <ul style="list-style-type: none"> ➤ A description of any errors found in the files ➤ Microsoft Project file (imbedded or attached) from PMP, updated to reflect tasks and status <ul style="list-style-type: none"> • Artifacts will comply with PMI methodology where applicable 	
2.9.3.6	Draft Findings Report: Populations 1-5	<ul style="list-style-type: none"> • Draft Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ➤ One-page executive summary section that provides a concise overview of high priority findings and recommendations ➤ Description of the methodology used to perform data review ➤ Detail section with detailed positive and negative findings ➤ Description of advised corrective actions needed to comply with USDOL guidelines • Artifacts will comply with PMI Methodology where applicable 	44 Calendar Days
2.9.3.7	Draft Findings Report: Populations 6-11	<ul style="list-style-type: none"> • Draft Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ➤ One-page executive summary section that provides a concise 	74 Calendar Days

		<p>overview of high priority findings and recommendations</p> <ul style="list-style-type: none"> ➤ Description of the methodology used to perform data review ➤ Detail section with detailed positive and negative findings ➤ Description of advised corrective actions needed to comply with USDOL guidelines <ul style="list-style-type: none"> • Artifacts will comply with PMI Methodology where applicable 	
2.9.3.8	Draft Findings Report: Populations 12-14	<ul style="list-style-type: none"> • Draft Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ➤ One-page executive summary section that provides a concise overview of high priority findings and recommendations ➤ Description of the methodology used to perform data review ➤ Detail section with detailed positive and negative findings ➤ Description of advised corrective actions needed to comply with USDOL guidelines • Artifacts will comply with PMI Methodology where applicable 	104 Calendar Days
2.9.3.9	Summary Findings Report (Draft of Final Report)	<ul style="list-style-type: none"> • Report in Microsoft Word shall contain, at a minimum, the following elements: <ul style="list-style-type: none"> ➤ One-page executive summary section that provides a concise 	118 Calendar Days

		<p>overview of high priority findings and recommendations</p> <ul style="list-style-type: none"> ➤ Description of the methodology used to perform data review ➤ The TO Contractor will identify which validation extract files are certified as accurate ➤ The TO Contractor will identify which files could not be certified as accurate because they do not conform to federal reporting and validation requirements ➤ The TO Contractor shall report the specific errors that must be resolved before the files can be certified ➤ The TO Contractor shall specify the required corrections for all UI Benefits validations files ➤ The TO Contractor shall incorporate DOL's accuracy standards into its criteria for certification and will provide diagnostic information to assist UI with correcting problems • Artifacts will comply with PMI Methodology where applicable 	
	State Completes Corrections to the Extent Possible	<ul style="list-style-type: none"> • No deliverables from TO Contractor 	178 Calendar Days
2.9.3.10	Module 3 Draft Document	<ul style="list-style-type: none"> • Following the established format for Mod 3 documents, revise and update Maryland's Mod 3 manual to reflect 	194 Calendar Days

		<p>Maryland's Data Validation program and programming</p> <ul style="list-style-type: none"> • Submit to TO Contract Manager for review 	
2.9.3.11	Final Findings Report	<ul style="list-style-type: none"> • A final review of the benefit populations after the State has had an opportunity to resolve identified errors, following the same outline as the Summary Findings Report 	226 Calendar Days
2.9.3.12	Module 3 Final Document	<ul style="list-style-type: none"> • Final document that reflects work performed by the TO Contractor and corrections 	233 Calendar Days
2.9.3.13	Certification of Accuracy Letter	<ul style="list-style-type: none"> • If all of DUI's validation files and procedures meet ETA requirements, the TO Contractor shall provide DUI a "Certification of Accuracy Letter", that all data validation extract files are certified as accurate • If DUI's files and procedures do not yet meet ETA requirements, the TO Contractor shall provide a detailed written assessment of outstanding issues to be resolved before a certification of accuracy can be provided for the remaining unacceptable populated files 	240 Calendar Days

2.10 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall keep itself informed of and comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects applicable to its activities and obligations under the TO Agreement, as those laws, policies, standards, and guidelines may be amended from time to time. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution and it shall obtain and maintain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the TO Agreement. 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 PMI’s PMBOK (including the nine knowledge areas). TO Contractor’s staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.11 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The TO Contractor must document its ability to provide a high level of expertise in performing oversight activities consistent with the Objectives described in Section 2.4. The TO Contractor must have demonstrated expertise in performing these activities consistent with the policies, guidelines and methodologies in Sections 2.6 and 2.10.

In addition, the TO Contractor shall document that it is capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master TO Contractor shall have expertise available in-house or through fostered strategic alliances with other firms for providing such services.

2.12 TO CONTRACTOR MINIMUM QUALIFICATIONS

The TO Contractor Team proposed for this TORFP shall include:

- A PMI certified Project Management Professional designated and assigned by the TO Contractor to serve as the Project Manager.
 - In addition to current PMI certification, the TO Contractor PM shall have worked on a minimum of two (2) data validation projects.
 - Previous experience with Unemployment Insurance data files will be viewed favorably.
- Team members should demonstrate at least three projects involving DB2 tables in an IBM mainframe environment, and Microsoft SQL Server 2005 necessary to conduct the review. References must be able to confirm projects were delivered on time and within budget constraints.

- One Technical Writer with experience updating at least two (2) technical manuals.

2.13 INVOICING

Following the return of the executed Agency Acceptance of Deliverable form signed by the TO Manager, the TO Contractor shall submit an invoice for the deliverable in accordance with the procedures in Section 2.13.5. The invoice must be accompanied by a copy of the executed Acceptance of Deliverable Form or payment shall be withheld.

Payment will only be made upon completion and acceptance of the deliverables defined in Section 2.9. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract.

2.13.1 Invoicing Instructions

This procedure consists of the following requirements and steps:

- A. The invoice shall identify DLLR as the TO Requesting Agency, contain the deliverable identification number/s and description, associated TO Agreement number, date of invoice, invoice dollar amount consistent with the Price Proposal Form (Attachment B), the TO Contractor's Federal Employer Identification Number, and a point of contact with telephone number.
- B. The TO Contractor shall send the original of each invoice along with a copy of the executed Acceptance of Delivery Form for each deliverable being invoiced. Invoices shall be submitted for payment to DLLR at the address below. Alternatively, invoices and copies of Acceptance of Delivery Form (Attachment N) may be submitted as .PDF files by email as directed by the TO Manager.

Maryland Department of Labor, Licensing and Regulation
Division of Unemployment Insurance
c/o Donisha Turner
1100 N Eutaw Street, Room 501
Baltimore, MD 21201

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

2.14 CHANGE ORDER

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 the 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.

SECTION 3 – TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal, or 2) a completed Master Contractor Feedback form submitted electronically via the CATS II web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

Proposals must be submitted in accordance with Section 1.3

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 sections in the order stated in Sections 3.3 and 3.4.

3.3 TECHNICAL RESPONSE

The technical response shall include:

3.3.1 Transmittal Letter

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

3.3.2 Title and Table of Contents

The technical proposal shall begin with a title page bearing the name and address of the TO Contractor and the name and number of the TORFP. A table of contents shall follow the title page.

3.3.3 Executive Summary

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

A. The TO Contractor shall state that they have no exceptions to the requirements of this TORFP, the TO Agreement (Attachment A), or any other attachments.
Warning: Exceptions to terms and conditions shall result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

B. The TO Contractor shall clearly state that they are listed on the CATS II Master Contract for the functional area for which they are proposing services.

3.3.4 Proposed Services – Work Plan

- A. Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the TO Contractor’s capabilities, approach, and solution to address the requirements outlined in **Section 2 –Scope of Work**.
- B. Provide three examples of projects the Master Contractor and / or Subcontractor have completed that were similar in scope to those defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a. Name of organization for which the work was performed
 - 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
- C. Assumptions: A description of any assumptions formed by the Master Contractor in developing the technical proposal.

3.3.5 Proposed Personnel

- A. Roles and Responsibilities Matrix of individuals on the project. Identify all proposed TO Contractor personnel, subcontractor personnel, including MBEs, and their full roles in the performance of the proposed work. See example table below.
- B. Resumes for all proposed personnel including subcontractor. The resume(s) for the Project Manager Professional described in TORFP Section 2.12 shall be clearly designated as such and be accompanied by a copy of that individual’s PMI certificate. The PMI certificate shall serve as objective proof that the minimum qualification in TORFP Section 2.12 is met. Submit only one resume for each proposed personnel and indicate roles on resume.
- C. Provide the names and titles of all key management personnel who shall be supervising the proposed personnel.
- D. Complete and provide TORFP Attachment Q - Labor Classification Personnel Resume Summary – for all proposed personnel.

Resource Name	IV&V Project Role	Company	Sub (Y/N)	MBE (Y/N)	IV&V Responsibilities

3.3.6 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.

3.3.7 Confidentiality

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

3.4 FINANCIAL RESPONSE (PRICE PROPOSAL)

- 3.4.1 This TORFP is for IT Management Consulting Services based on a fixed price contract not to exceed the total price defined in Attachment C – PRICE PROPOSAL. The Financial Response 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 C - Completed Price Proposal.
- 3.4.2 The Contract shall use the following criteria in determining the Financial Response.
 - A. The resulting contract from this TORFP will be an Indefinite Demand Indefinite Quantity (IDIQ) Fixed Labor Price contract (as defined in COMAR 21.06.03.06) subject to the contract ceiling amount that shall not be exceeded without the necessary Contract Modifications or Change Order (CO) approval requirements.
 - B. No other amounts or costs will be paid to the TO 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.
 - C. 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. Be declared unacceptable if 1) and/or 2) are ignored.

SECTION 4 – TO AWARD PROCESS

4.1 OVERVIEW

The Master Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS II TORFP. In making the TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

- A. Experience of the Master Contractor's proposed personnel performing the requirements required in Section 2.6.
- B. The experience and certifications required in Section 2.12, of the Master Contractor's proposed personnel.
- C. The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.12 and quality of responses to Section 3.3 of the TORFP. Master Contractor proposals that fail to meet the minimum qualifications will be deemed not reasonably susceptible for award, i.e., disqualified and their proposals eliminated from further consideration.
- B. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- C. The State will conduct interviews of the all technically qualified personnel proposed, as ranked by the evaluation committee, that meet minimum qualifications.
- D. Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- E. The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. The technical ranking shall receive greater weight than the financial ranking.

4.4 COMMENCEMENT OF WORK UNDER A TOA

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

ATTACHMENT A – TASK ORDER AGREEMENT

CATS II TORFP # P00B2400118 OF MASTER CONTRACT #060B9800035

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Labor, Licensing and Regulation.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, in this case the Department of Labor, Licensing and Regulation, as identified in the CATS II TORFP # P00B2400118.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # P00B2400118, 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 MONTH DAY, YEAR.
 - d. “TO Procurement Officer” means Ms. Brenda Lee. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between DLLR and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means Ms. Donisha Turner. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
- 2.0 Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS II TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement and incorporated herein by reference. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit B – TO Proposal-Technical

c. Exhibit C – TO Proposal-Financial

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

3.0 Time for Performance

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

4.0 Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the

TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Labor, Licensing and Regulation

By: Brenda Lee, TO Procurement Officer

Date

Witness: _____

ATTACHMENT B – PRICE PROPOSAL FORM

CATS II TORFP PROJECT # P00B2400118

ID	Deliverable	Proposed Fixed Price
2.9.6.3	Project Kick Off Meeting	
2.9.6.4	Project Management Plan	
2.9.6.5	Project Status Reports	
2.9.6.6	Draft Findings Report: Populations 1-5	
2.9.6.7	Draft Findings Report: Populations 6-11	
2.9.6.8	Draft Findings Report: Populations 12-14	
2.9.6.9	Summary Findings Report	
2.9.6.10	Module 3 Draft Document	
2.9.6.11	Final Findings Report	
2.9.6.12	Module 3 Final Document	
2.9.6.13	Certification of Accuracy Letter	
	Total Proposed Fixed Price	

Authorized Individual Name (Print)

Authorized Signature

Company Name

Title

Company Tax ID #

ATTACHMENT C – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE

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

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

C. THE BIDDER OR OFFEROR HEREBY WARRANTS THAT, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

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

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT D – NON-DISCLOSURE AGREEMENT (Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland ("the State"), acting by and through its Department of Labor, Licensing and Regulation (the “Department”), and _____ (“Contractor”), a corporation with its principal business office located at _____.

RECITALS

WHEREAS, the Contractor has been awarded an Agreement (the “Agreement”) for the Commercial Off The Shelf (COTS) Benefit Overpayment Automation Control System (BOA) RFP No. P00B0400202 dated, _____; and

WHEREAS, in order for the Contractor to perform the work required under the Agreement, it will be necessary for the State to provide the Contractor and the Contractor’s employees and agents (collectively the “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 RFP and the 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 Contractor in connection with the 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 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 Agreement.
2. 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 Agreement. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the 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 Contractor’s Personnel are attached hereto and made a part hereof as Attachment H. 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 Contractor. Contractor shall update Attachment H by adding additional names as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the RFP or who will otherwise have a role in performing any aspect of the RFP, the 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. 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. 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 Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. 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 Agreement.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Agreement between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the 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 Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The 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 Contractor and the 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 Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. Contractor and each of the 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 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 Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

CONTRACTOR/CONTRACTOR'S PERSONNEL:

MARYLAND DEPARTMENT OF LABOR,
LICENSING AND REGULATION

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTACHMENT E - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 201x, by and between _____ (hereinafter referred to as "the OFFEROR") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP #P00B2400008 for Tax Field Audit Improvement Project Management support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.6 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 1.6, 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 Brenda Lee at Department of Labor, Licensing and Regulation, Contract and Procurement on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR's failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT F – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. P00B2400118

Project Title: Division of Unemployment Insurance Data Validation Oversight Project

A Pre-proposal Conference will be held in the Governors Workforce Investment Board (GWIB) conference room on the first floor of 1100 North Eutaw Street, Baltimore, MD 21201 at 11:00 AM on December 21, 2011.

Please e-mail this form to the Procurement Officer:

Brenda Lee
Office Phone: (410) 230-6027
E-mail: blee@dllr.state.md.us

by December 16, 2011 advising whether or not you plan to attend this Conference.

Please indicate:

_____ Yes, the following representatives will be in attendance:

1.

2.

_____ No, we will not be in attendance.

Company/Firm/Company Name

Telephone

Contact Name

ATTACHMENT G – DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE

The Pre-Proposal Conference will be held:
Department of Labor, Licensing and Regulation,
1100 N. Eutaw, GWIB Conference Room
First Floor
Baltimore, MD 21201

Street Parking

From Washington DC

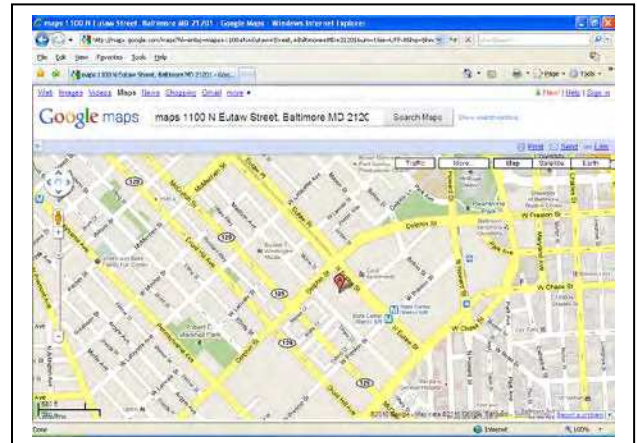
- Take the **Balt-Wash Pkwy** toward **Baltimore**
- Continue onto **S Paca St**
- Turn left onto **McCulloh St**
- Turn right onto **Dolphin St**
- Take the 2nd right onto **N Eutaw St**
- Destination will be on the right

From Philadelphia, PA

- **I-95 S** Entering Maryland
- Continue onto **I-895 S**
- Take exit **14** for **Moravia Rd** toward **US-40/Pulaski Hwy**
- Keep left at the fork, follow signs for **Moravia Rd E/Pulaski Hwy**
- Turn left onto **Moravia Rd**
- Take the ramp onto **US-40 W**
- Turn right onto **N Paca St**
- Turn left onto **McCulloh St**
- Turn right onto **Dolphin St**
- Take the 2nd right onto **N Eutaw St**
- Destination will be on the right

From Frederick, Maryland

- **I-70 E** to the exit toward **I-695 S**
- Keep right at the fork and merge onto **I-695 S**
- Take exit **15A** to merge onto **US-40 E/Baltimore National Pike** toward **Baltimore**
- Slight left onto **Edmondson Ave**
- Turn right onto **W Franklin St**
- Continue onto **US-40 E/W Mulberry St**
- Continue to follow **US-40 E**
- Turn left onto **N Martin Luther King Jr Blvd**
- Turn left onto **McCulloh St**
- Turn right onto **Dolphin St**
- Take the 2nd right onto **N Eutaw St**
- **DESTINATION WILL BE ON THE RIGHT**



ATTACHMENT H – DLLR RESOURCES AND DATA SHARING AGREEMENT

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

Printed Name and Address
of Employee or Agent

Signature

Date

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

ATTACHMENT I – 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 J – LIVING WAGE AFFIDAVIT OF AGREEMENT

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 wage 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.

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 State 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 State contract will be 17 years of age or younger during the duration of the State contract; or
- ☐ All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed):

ATTACHMENT K – CONFIDENTIALITY CERTIFICATION FORM

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

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

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

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

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

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

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

Signature

Name - Print or Type

Date

ATTACHMENT L – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: UI Benefits Oversight Project TORFP

TO Agreement Number: #P00R2401809

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Donisha Turner

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

ATTACHMENT M – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Division of Unemployment Insurance

TORFP Title: Data Validation Oversight Project

TO Manager: Donisha Turner, 410-767-2441

To:

The following deliverable, as required by TO Agreement #P00R2401809, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ATTACHMENT N – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.

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 N – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

(CONTINUED)

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

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT O – Small Business Contract Affidavit

Maryland Department of Labor, Licensing and Regulation

******* PROVIDING FALSE INFORMATION *******

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§11- 205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

******* FAILURE TO MEET MINIMUM QUALIFICATIONS *******

Any Bidder or potential bidder failing to meet the minimum qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm), meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications for certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

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.
SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification by DGS _____

DATE: _____

BY: _____
Signature (Authorized Representative and Affidavit)