



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

**MARYLAND PENSION ADMINISTRATION SYSTEM
(MPAS) OPERATIONS AND MAINTENANCE (O&M)
SUPPORT SERVICES
TORFP**

CATS II TORFP PROJECT NUMBER G20B0400004

Maryland State Retirement Agency

ISSUE DATE: December 14, 2009

TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE INFORMATION.....	6
1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT	6
1.2 TO AGREEMENT	6
1.3 TO PROPOSAL SUBMISSIONS	6
1.4 ORAL PRESENTATIONS/INTERVIEWS	6
1.5 MINORITY BUSINESS ENTERPRISE (MBE)	6
1.6 CONFLICT OF INTEREST	6
1.7 NON-DISCLOSURE AGREEMENT	7
1.8 LIMITATION OF LIABILITY CEILING	7
1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES	7
SECTION 2 – SCOPE OF WORK.....	8
2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND	8
2.2 PROFESSIONAL DEVELOPMENT	14
2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES	14
2.4 PERFORMANCE EVALUATION AND STANDARDS	17
2.5 MITIGATION PROCEDURES	17
2.6 WORK HOURS	17
2.7 DELIVERABLES	17
2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES	17
2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS	19
2.10 TO CONTRACTOR EXPERTISE REQUIRED	20
2.11 SUBSTITUTION OF PERSONNEL	21
2.12 NON-PERFORMANCE OF PERSONNEL	21
2.13 INVOICING	21
2.14 MBE PARTICIPATION REPORTS	22
SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS	23
3.1 REQUIRED RESPONSE	23
3.2 FORMAT	23
SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT.....	26
4.1 EVALUATION CRITERIA	26
4.2 TECHNICAL CRITERIA	26
4.3 SELECTION PROCEDURES	26
4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT.....	26
ATTACHMENT 1 - PRICE PROPOSAL	27
ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS	29
ATTACHMENT 3 - TASK ORDER AGREEMENT.....	38
ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	40
ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY.....	41
ATTACHMENT 6 - DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE.....	43
ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR).....	45
ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)	46

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST.....48
EXHIBIT A.....50

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. All Master Contractors must complete and submit a Master Contractor Feedback Form via the CATS II web site regardless of whether a TO Proposal is submitted or not. The form is accessible via your CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS II RFP issued by the Maryland Department of Information Technology (DoIT), Master Contract Project Number 060B9800035, including any amendments.

TORFP NAME:	MPAS O&M Support Services
FUNCTIONAL AREA:	Information Systems, Pension Systems Administration (CATS II Functional Area 5)
TORFP ISSUE DATE:	December 14, 2009
Closing Date and Time:	February 8, 2010 by 11:00AM
TORFP Issuing Office:	Maryland State Retirement Agency (SRA)
Questions and Proposals are to be sent to:	Ms. Cathie L. Nash, CPPB Senior Procurement Officer procurement@sra.state.md.us
TO Procurement Officer	Ms. Cathie L. Nash, CPPB Senior Procurement Officer Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704 cnash@sra.state.md.us
TO Manager:	Mr. Calvin T. Kiser Deputy Chief Information Systems Officer Office Phone Number: 410-625-5530 Office FAX Number: 410-468-1652 ckiser@sra.state.md.us
Project Number:	G20B0400004
TO Type:	Time and Materials with a not-to-exceed limit
Period of Performance:	June 1, 2010 through May 31, 2014
MBE Goal:	30 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Retirement Agency Sun Trust Building 120 E. Baltimore Street, 12 th floor Baltimore, MD 21202
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Maryland State Retirement Agency Sun Trust Building 120 E. Baltimore Street, 12 th floor Baltimore, MD 21202

TO Pre-Proposal Conference:	Maryland State Retirement Agency SunTrust Building 120 E. Baltimore Street, 16 th Floor Baltimore, MD 21202 December 22, 2009 at 9:00 AM See Attachment 6 for Directions
------------------------------------	--

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.

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 the Maryland State Retirement Agency's 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 #G20B0400004. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # G20B0400004 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # G20B0400004 Financial". In addition to the two attachments in MS Word format, the following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

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

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 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 its 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 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 will be available for potential Offerors to review at 120 E. Baltimore Street, Baltimore, MD 21202. Specifically, a reading room will be made available on regular State work days, Monday through Thursday only, starting Monday, December 14, 2009 and extending to Thursday, January 7, 2010 between the hours of 9:00 AM until 12:00 Noon and again from 1:00 PM until 4:00 PM. No more than ten persons/representatives from a potential Offeror may be in the reading room at one time. Each potential offeror is authorized to be present in the reading room to view the documentation for a one-time appointment for a maximum of three hours. As such, the three hour review period may not be broken-up into increments. The reading room will be made available to potential Offerors by appointment only. Only one potential Offeror will be allowed in the reading room at a time. Offerors who review such documentation will be required by the TO Procurement Officer to sign a Non-Disclosure Agreement a copy of same is provided as Attachment 7 to this TORFP. Please contact the TO Procurement Officer of this TORFP to schedule an appointment, which will be scheduled on a first to call/ first to schedule basis.

After the TO Agreement has been awarded, additional Agency documentation may be requested by the TO Contractor if and as necessary to fulfill the requirements of the TO Agreement. The TO Contractor, employees, and agents who view such documentation will be required to sign a Non-Disclosure Agreement a copy of same is provided as Attachment 8 to this TORFP.

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 9 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.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, AND BACKGROUND

2.1.1 PURPOSE

The Maryland State Retirement Agency (SRA or Agency) is issuing this CATS II TORFP to obtain Information Technology (I.T.) ongoing support services for the operation and maintenance of the Maryland Pension Administration System (MPAS). MPAS will be managed by SRA and runs on servers located at the SRA Data Center in Baltimore (120 E. Baltimore Street location, which contains the Agency's local area network of Intel-based servers and a storage area network) with a secondary back-up site at the State's Annapolis Data Center. All ongoing support services will be performed at SRA's Data Center except in the event of an emergency. In the event of an emergency SRA's ongoing support services may be moved to an alternate site. The alternate site will be determined at the time of the emergency but in most cases will be located within 50 miles of SRA's Data Center. MPAS is the comprehensive and complex system that supports one of the two primary missions of this Agency: benefits administration. As such, MPAS is a critical component of SRA's ability to serve a large and diverse constituency.

This TORFP is issued to obtain the services of up to five (5) full-time technical staff members, comprised of one (1) Senior Computer Systems Programmer and four (4) Senior Computer Programmers to support MPAS. MPAS is a system developed over the past 3 years using .NET architecture that will soon be implemented by SRA. MPAS will replace the Agency's Legacy Pension System (LPS) from which MPAS was reverse-engineered. The transition away from LPS use is scheduled to occur in July of 2010. This procurement will be awarded in sufficient time to allow training in MPAS prior to MPAS becoming the primary operating system. The initiation of MPAS includes the work to be performed pursuant to this TORFP. MPAS will be supported by assistance from the Agency. The MPAS development contractor, Saber Solutions, Inc. (an EDS company) shall also provide support for a transition period of at least one month, which shall include user and technical training. In addition, the TO Contractor shall have access to detailed MPAS system documentation developed over the past 3 years. The TO Agreement for operations and maintenance support services issued pursuant to this TORFP will be time-and-materials with a not-to-exceed limit.

2.1.2 REQUESTING AGENCY INFORMATION

The SRA, on behalf of the Maryland State Retirement and Pension System (MSRPS or System), is the administrator of a multi-employer public employee retirement system. This system provides retirement allowances and other benefits to State employees, teachers, judges, legislators, state police, law enforcement officers, correctional officers and employees of participating governmental units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State.

SRA has a two-fold mission: (1) to administer benefits of the System's participants and (2) to ensure that sufficient assets are available to fund the benefits when due. This entails:

- Effectively communicating with all retirement plan participants to inform and educate them about planning and preparing for all aspects of their future retirement;
- Accurately and timely paying retirement allowances to the System's retirees and their beneficiaries, and refunds to those who withdraw from the programs;
- Prudently investing System assets in a well-diversified manner to optimize long-term returns while controlling risk; and,
- Efficiently collecting the required employer and member contributions necessary to fund the System.

SRA has close to 200 employees based at the offices in Baltimore, Maryland with a small remote office in Annapolis. The value of the assets of the System is approximately \$28.5 billion as of June 30, 2009, making it one of the larger public retirement funds in the country.

There are approximately 100,000 payments issued monthly to retirees and beneficiaries, and approximately 300,000 active members for whom the Agency performs payroll and retirement / pension processing. In addition to the State itself as an employer, the Agency works with approximately 115 local eligible governmental units that voluntarily participate in the distinct retirement and pension program groups administered by the Agency. The Agency's Comprehensive Annual Financial Report (CAFR) lists all PGUs and can be found on the Agency's public web site. Members of the State Retirement and Pension System of Maryland participate in one of the following systems, each of which is also summarized in the CAFR:

- Teachers' Retirement System
- Teachers' Pension System
- Employees' Retirement System, which includes subsystems:
 - Legislative Pension Plan
 - Correctional Officers' Retirement System
- Employees' Pension System
- Judges' Retirement System
- State Police Retirement System
- Local Fire and Police System
- Law Enforcement Officers' Pension System

Multiple plan levels may exist within a system. SRA administers approximately 40 separate retirement and pension programs and each plan has a unique set of provisions that impact enrollment, eligibility, and the calculation of benefits. In addition, these programs frequently permit transfers between the programs to support the membership and the citizens of the State. In the most recent benchmarking study, which took place in Fiscal Year 2008, SRA's inventory of pension programs was determined to be of above-average complexity within the public retirement industry. This same study indicated that SRA's member service delivery levels are also above-average.

2.1.3 PROJECT BACKGROUND

SRA's Information Systems (IS) Division is comprised of approximately 30 people, including State employees and contract personnel. Within IS, 14 people are engaged in developing and maintaining application systems (Systems Development). The TO Contractor will provide critical services to Systems Development, with a strong but not exclusive focus on applications supporting the Administration and Finance divisions of SRA. The Administration Division is the largest division within the Agency and is focused on the administration of pensions and benefits for active and retired participants and their beneficiaries. The primary function of the Finance Division is to manage the economic relationship between the Agency and employers and contractors.

MPAS is a .NET programming standards-based set of programs running on clustered servers operating on a Microsoft Windows 2003 Server, SQL Server 2005 environment. As a new system developed under the State of Maryland Systems Development Life Cycle (SDLC) guidelines, MPAS programs are fully documented by the development contractor and operational procedures for the baseline production application system are being finalized prior to the scheduled July 2010 MPAS go-live date. This TORFP has been issued to obtain ongoing operations and maintenance (O&M) support services for MPAS, including minor enhancements, and not for the development of the baseline production application system. Until MPAS is implemented, responsibility for all changes to MPAS design and code, along with its hardware / software components, configuration, security, and operation rests solely with the development contractor. Once MPAS is accepted by the Agency and becomes the system of record, responsibility will transfer to the Agency, its Systems Development staff, and the offeror awarded the TO Agreement pursuant to this TORFP.

In addition to MPAS, over twenty-five key external interfaces and reports that integrate with, or emanate from, MPAS will be supported by the TO Contractor pursuant to this TORFP.

In the next section, MPAS is described in depth along with a description of the associated technologies that are becoming Agency-standard – which means technologies that are being used for other systems development activity within the Agency. The section concludes with a description of the remaining components of the Agency’s application portfolio, and describes the Agency’s expectations related to the performance of the services requested in this TORFP.

2.1.3.1 Maryland Pension Administration System (MPAS)

The Agency is currently completing Phase 1 of its multi-year project to replace its core pension administration application system, LPS, with MPAS. LPS is hosted on the mainframe computer at the State’s Annapolis Data Center. MPAS is hosted in-house at SRA. The complexity of MPAS is derived in large measure from the number and diversity of the pension and retirement programs administered by the Agency.

MPAS is being developed with the assistance of several contractors.

- Saber Solutions, Inc. (with subcontractors Unitech Solutions, Alliance Technology Group, and Wynnewood Technologies) holds the contract for application programming. As noted, Saber Solutions, Inc. is owned by EDS, which in turn was acquired in 2008 by Hewlett Packard (HP) and is now referred to as HP Enterprise Services.
- L3-Titan Corporation (with subcontractor Business Solutions Group, Inc.) holds the contract for independent testing of MPAS programs and for review of the code itself, to assist the Agency in ensuring a functional and efficient MPAS product.
- Turiss, LLC and Security First Computing were contracted to perform a security assessment of MPAS.
- Integrated Technology Solutions, Inc. (ITSI) is under contract to provide project management services throughout the development and testing of MPAS.

A strategic decision was reached to initially design the MPAS system based on the LPS system functionality. This is being accomplished in Phase 1 of the referenced project, also known as “MPAS-1,” during which the Agency reverse-engineered LPS to initially extract the business functional requirements for MPAS and then develop the MPAS using contemporary technical tools and techniques on current hardware. The intent of MPAS-1 was to minimize impact on the business user while providing an agile, modern platform from which future programming changes could be effected. The strategy resulted in a new MPAS deliberately designed and programmed as a batch system on Windows server platforms in contemporary software code and strategies, but designed with flexibility to eventually change the coding surrounding the core database objects, rules, and tables to become more of a real-time, online interactive system performing the same basic functions as LPS.

Subsequent phases will address incremental improvements such as data scrubbing, input validation controls, and ultimately the re-engineering of benefits administration business processes with associated application software modifications. As a result of this incremental strategy, MPAS at its inception (anticipated go-live date in July 2010) will be functionally similar to LPS, as it is designed with outputs (print and electronic) and inputs that are nearly identical to those of LPS. Job names and streams are also identical to LPS. Each individual MPAS job will accomplish the same functional ends as its corresponding LPS predecessor. In keeping with the Agency’s strategy, however, the linear code of LPS is being replaced with contemporary programs, objects, and tables developed using Microsoft Visual Studio / .NET tools, and with rules that have been extracted from program code to facilitate software maintenance and modification. The requirements, design, rules, processing, tables, cases, etc. have been fully documented as part of the development process and these electronic documents reside within the Agency.

As an application, the programming and operation of LPS has been partly supported through an ongoing support contract focused on IBM mainframe, CICS, COBOL, and related skills. The current contractor that provides the

Agency with ongoing support and maintenance services is Client Network Services, Inc. (CNSI). CNSI utilizes four (4) full-time personnel. The services provided by CNSI are performed on-site at SRA's Baltimore office on workstations provided by the Agency. In anticipation of the migration from LPS to MPAS, this TORFP requests ongoing operations and maintenance support services to focus on the new technologies running on Agency-hosted hardware including, but not limited to, MPAS.

As noted above, the Agency's contract with Saber Solutions, Inc. provides for technical training of the Agency's IS staff, as well as one month of assistance and training for the TO Contractor, as part of the transition to MPAS. The TO Contractor services solicited pursuant to this TORFP are an integral part of the ongoing technical support necessary to implement MPAS. Following the transition to Agency operations and maintenance of MPAS, which shall occur when the Agency accepts the MPAS system presented by the development contractor, the TO Contractor will take over the primary ongoing software support for MPAS from Saber Solutions, Inc. The role of the TO Contractor is critical to the Agency's mission to administer its complex benefit programs, which are subject to modification or refinement by legislation, labor negotiations, or regulatory changes at various levels of government.

Like its predecessor, the MPAS application encompasses:

- Employer (State and Participating Government Units) and member data management functions, along with member contributions
 - Managing member and demographic data
 - Enrolling members
 - Managing members' beneficiary data
 - Processing payroll data
 - Processing service purchases
- Member-related functions. For example: complicated calculations of service credit that vary among the individual plans and programs, and numerous combinations of program transfers for participants that have changed employers throughout their careers
- Refunds for members choosing to leave the programs
 - Withdrawing individuals
 - Processing pre-retirement death benefits
 - Processing other lump sum refunds
 - Canceling refunds
- Retiree functions for those choosing to remain through to retirement
 - Estimating retirement benefit allowances
 - Retiring a member
 - Managing annuitant data
 - Managing retiree beneficiary data
 - Revising retirement benefit allowances
 - Processing survivorship elections
- Retirement benefit calculations and payments, which must be accurate and processed on schedule
 - Monthly annuitant payments
 - Lump sum payments
- Calendar year-end functions
 - Tax reporting requirements
 - Earnings limitation requirements
 - Employer billing data

- Calendar year-end reporting
- Fiscal year-end functions
 - Award service and interest
 - Actuary data files production
 - Employer appropriation data
 - Personal Statement of Benefits production
 - Cost of living adjustments (COLA)
 - Fiscal year-end reporting
- Other activities that occur at various scheduled points during the year
 - Tracking disability claims
 - Indexing microfilm or imaged output
 - Deceased member matches
 - Trustee elections
 - Utility functions
 - Interactive Voice Response (IVR) system interface
 - Miscellaneous reports.

While there are a small number of online screens that are used by SRA staff to perform real-time database query and updates, MPAS at its inception stage is predominantly a custom-developed complex of approximately 175 individual jobs that take “flat” files as input (either keyed in data or submissions from external sources) and structure them into batch transactions to update SQL Server 2005 relational databases. Some MPAS batch jobs are computational in nature; others only perform extracts and reporting. For purposes of clarification, a job might create no computational transactions – such as one that produces a letter to members, an IRS 1099R filing, or a Personal Statement of Benefits – or, alternatively, a job might generate up to 60 transaction types and impact 100,000 records. Similarly, some individual MPAS batch jobs are actually composites of numerous individual jobs, while other batch jobs perform singular, simpler functions. These jobs are strung into job streams that are largely executed according to an established pattern and schedule. There are approximately 670 distinct outputs from MPAS, which are varied and range from files, letters, and address labels to print/electronic reports.

MPAS-related input and output files are interchanged with PGUs, financial institutions, labor organizations, underwriters, actuaries, auditors, and others. Therefore, the MPAS system is a key component of the Agency’s external relationships in addition to its support for internal Agency business functions.

Approximate MPAS dimensions are:

- Number of programs: 250
- Number of components: 1,350
- Lines of code: 2,150,000

The actual number of programs that are most likely to be changed in the course of regular software maintenance are comparatively few. Based on experience with the LPS, the most likely programs / jobs to be modified include:

<u>Program</u>	<u>Job</u>	<u>Description</u>
B34711	PRCJ198R	Payroll/Adjustments Validation
B34612 / 14	PRCJ320W	Payroll/Adjustments Processing
B34164	PRNJ150W	Retirement Transactions Validation
PRN05000	PRNJ030W	Benefit Calculation
B34181	PRNJ081M	Check Register Processing
B34017	PRRJ015M	Refund Processing
PRN01245	PRNJ285A	Tax Calculations
B34643	PRCJ263A	Interest Workbook Processing

Because MPAS has extracted rules and table-type values from the code, while the previous LPS had many of these embedded, some of the historical reasons for software maintenance may diminish. On the other hand, it is expected that the complexity of the MPAS code and its interrelated components, and the anticipated flexibility that MPAS provides to the Agency to accommodate changes to pension and retirement plans, may result in a net increase over time in the volume and sophistication of changes to be implemented once MPAS is placed into production status. In addition, over the past several years, proposed legislation- if enacted- would have necessitated changes in LPS. Please be advised that in some instances such legislation has been deferred until LPS is replaced. Therefore, it is possible that the Agency may receive requests for MPAS changes from the Legislature over time that will exceed the “normal” volume of change activity. Each such request will need to be estimated and implemented, if enacted.

The reading room referenced in Section 1.7 of this TORFP will contain documents intended to assist Offerors to assess the Scope of Work and prepare proposals, such as:

- Hard copies of documents produced by Saber Solutions, Inc. describing MPAS design and its components
- Design documents associated with two of the major MPAS software jobs, PRNJ285A and PRCJ320W
 - Requirements documents
 - Use Case, Batch, and Report documents
 - Hard copy of software code in critical files associated with each job
 - A listing of all files in the respective job subdirectories for each of these jobs.

Data to be processed by MPAS will come from PGUs and members in both automated and paper format. Hard copy data is sorted, batched, and keyed into transaction-based data entry files using the DMAC software from Unibase. The Agency expects that these files will continue to be verified and processed overnight.

2.1.3.2 MPAS-Related Technologies

The overall MPAS concept is based on Service-Oriented Architecture (SOA). As warranted, business rules have been extracted and captured separately from the application code, extensive use is made of objects, and frequently-modified values are captured in tables for ease of maintenance. More specifically, MPAS is constructed with the following technologies:

- Microsoft .NET development standards
- Visual Studio 2005/2008 using VB.NET and ASP.NET
- Microsoft servers (primarily Windows 2003 Server)
- Microsoft SQL Server 2005
 - Tables
 - Stored procedures
 - Reporting services
 - SQL Server Import and Export (SSIS) packages
- IBM’s ILOG product for business rules management
 - Rules and business objects
 - Web service
- Common web service
- Common report component
- Common ILOG web service
- Microsoft BizTalk
- Vinzant Software’s Global Event Control Server (ECS) job scheduler and controller
- Job web service.

The Agency uses Microsoft Visual SourceSafe software, part of the Visual Studio suite of products, for change management and control. Most of the server hardware at the Agency is from Dell and HP and the Agency’s current

storage area network (SAN) is from EMC. Off-site storage is provided for back-ups. In addition, the Agency has configured, installed, and now maintains secondary disaster recovery related equipment in Annapolis.

2.1.3.3 Systems Other Than MPAS

The TO Contractor will be primarily, but not exclusively, focused on maintaining MPAS. As the technologies used by MPAS are now generally used by the Agency for other systems development work, and because many non-MPAS systems may interface with MPAS, the TO Contractor retained under this procurement occasionally may be required to work on assignments other than MPAS.

Applications other than MPAS include, but are not limited to (partial listing):

- Folder Inquiry – a combination of several commercial off-the-shelf (COTS) software utilities and applications that, together, provide document imaging for the Agency; documents / reports produced from MPAS do not currently have an automated interface to Folder Inquiry, but one is envisioned in the future
- DROP – a module appended to MPAS that supports the Deferred Retirement Option Program
- MSRA “Intranet” site – a SharePoint-based resource for internal use by Agency staff
- Human Resources Information System – a multi-function custom-developed application being migrated to the Agency’s “Intranet”
- Procurement Tracking System
- Investment Compliance and Tracking
- MSRA (public) Internet site
- MSRA “Extranet” / Secure Transfers – includes authentication by members and employers / PGUs, and then file submissions, information downloads, and secure form completion / submission.

In addition, there remain a number of situations in which MPAS will produce files (in EBCDIC, ASCII text, and perhaps other formats) to be used by the State’s IBM mainframe applications and to serve as input to systems at the participating government units and vendors (e.g., insurers, credit union, actuaries, other service providers, etc.).

2.1.3.4 MPAS Support Functions

MPAS is an aggregation of tools and software – custom-developed and COTS products – that work together to support the vast majority of pension and retirement related business operations. There are critical routine Information Systems (IS) functions involved other than programming support. These include activities such as creating and/or editing input files, job and job stream compilation and management, database maintenance, space allocation, and output production. TO Contractor personnel, as members of the IS team, may be asked to become involved (within the personnel’s skill sets) with troubleshooting, back-filling functions, or other duties within the scope of work of this TORFP to ensure completion of the daily production cycle. In this functional capacity, TO Contractor personnel will be an integral part of the Agency’s IS team.

2.2 PROFESSIONAL DEVELOPMENT

Software development skills continuously change. The TO Contractor must ensure continuing education opportunities for the personnel provided. This education must be related to the technologies currently utilized by SRA or anticipated to be implemented by SRA in the near future. With prior written approval from the TO Manager, reasonable time allocated to these continuing education activities for staff assigned to SRA on a full-time basis may be charged to this task order. Actual course costs, including any associated costs (e.g., travel, meals, parking, etc.), are the sole responsibility of the TO Contractor.

2.3 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

In general, the work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

- A. Analyze MPAS program logic;

- B. Identify and document the optimal time, resource, and cost effective means to implement changes to processing logic;
- C. Clearly communicate suggested system modifications to SRA client and technical personnel, gain user acceptance of modifications in advance of coding, execution, and testing;
- D. Develop and execute stringent regression testing plans;
- E. Prepare documentation of changes and test results that demonstrate objects modified work correctly and that objects not modified will not be adversely affected by modified objects. The documentation should be in a narrative format which can be easily interpreted by SRA personnel; and
- F. Update MPAS documentation, including (not exclusively) design documents, program descriptions, report descriptions, and operational procedures.

MPAS software, System Development Life Cycle (SDLC) deliverables, and project documentation reside on SRA servers and are managed with Perforce software. These resources are at the disposal of the TO Contractor for the purposes of reviewing MPAS, orienting its staff to the system, and as an ongoing reference in support of assigned responsibilities.

The TO Contractor, on an on-going basis, shall provide the ability to support and modify application programs while utilizing structured software development techniques, including:

- Programming skills using Microsoft Visual Studio 2005/2008 to produce VB.NET and ASP.NET program code;
- Microsoft SQL Server 2005 (and preferably also 2008) database skills;
- Knowledge of rules engines in general, with ILOG preferred, and of systems design that separates business rules from the executing software code;
- Service-Oriented Architecture (SOA) design concepts;
- Familiarity with BizTalk; and
- Experience operating within a formal Change Management and Control regime.

The TO Contractor shall be proficient with standard Microsoft Office software products such as:

- A. MS-EXCEL software which will be used to facilitate compilation, review, and reconciliation for testing pension application modifications;
- B. MS-WORD word-processing software which will be used for documentation;
- C. MS-ACCESS database system (some VBA and/or SQL helpful);
- D. MS-PROJECT for routine project management and reporting functions; and
- E. MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.

More specifically, the TO Contractor shall ensure the successful completion of and be responsible for all the activities in the Scope of Work of this TORFP including, but not limited to, the following:

1. **Routine Job Processing** - This involves scheduling, submitting, and monitoring the execution of approximately twelve hundred (1200) job streams per year. This is “time is of the essence” processing and prompt corrective action shall be taken if a job “abends”. At times, this will involve work effort outside of the normal work day (see Section 2.6 below). In addition, support requires frequent client interface time to perform the following services: problem analysis, explain system processing logic, perform error correction processes, and train new client users.
2. **Customer Service Request Task Execution** - Agency Customer Service Requests are generated by SRA administrators. A Service Request is used to initiate system modifications and to ensure pension system compliance with applicable laws and regulations, policy, special reporting, health care plan reporting, tax withholding, and other one-time and ongoing requirements. Service Requests may also address specific internal and external customer requirements such as changes to meet new reporting and /or changes to interfaces with external parties and agencies. In addition, Technical Service Requests may be initiated to

adapt the applications to comply with changes within the computing environments (i.e., network changes, processor changes, operating system changes, procedural changes, etc.).

The TO Contractor shall complete and implement approximately 150 formal Customer Service Requests per year. It is anticipated that a number of less formal, short duration changes or requests will also be required. The exact number of Customer Service Requests cannot be predicted. The number of requests is dependent on changes in legislation made throughout the fiscal year, in-house client activities, external payroll client activities, and other factors. The TO Contractor shall follow the State's standard SDLC approach that provides firm phases and milestones for completion of the larger, more formal Service Request phases such as initial scope determination, analysis, requirements definition, design, development, testing, and implementation.

The TO Contractor shall provide thorough testing of all application software, including but not limited to regression testing sufficient to ensure that modifications made to the program code did not cause unintended logic or data changes in the system.

3. **Ad Hoc Technical Support** - The TO Contractor shall complete unanticipated or unscheduled smaller tasks requiring a minimal level of effort (typically 8 hours or less). This includes unscheduled technical tasks such as media conversion or minor data extracts. The level of effort on each task is considered small enough to not warrant a Service Request and/or formal project planning and control. The TO Contractor is required to track and report all ad hoc support tasks on the Monthly Status Report.
4. **Team/Project Management** - The TO Contractor shall perform project and team management. This shall include planning and directing MPAS maintenance and development efforts, serving as a liaison to SRA management, coordinating activities of teams (contract personnel and Agency staff as required), routine informal (oral/written) reporting of progress and issues, and formal delivery of Contractor Progress Reports monthly or as requested in the designated format.
5. **Project Work Planning** – As appropriate, the TO Contractor shall perform all phases of project work planning and control. This includes detailing the approach, estimating resources and timelines, gaining approvals, reporting progress, acting on schedule/staffing issues, providing information and documentation, coordinating activities of others, etc.

The following tasks are representative of the recurring tasks that warrant being included in the Project Work Plan:

Monthly:

Month-end routine processing

Quarterly:

Quarter-end routine processing

Annually:

Update service credit and interest contributions workbook

Produce pro-forma Personal Statement of Benefits

Complete periodic updates to the Internal Revenue Service, State of Maryland, and local tax rate and withholdings schedule tables

Add and delete health care plans and update annual rates

Complete annual (year-end) processing.

The TO Contractor shall estimate, plan, and document the number of Service Requests to be completed per month/quarter.

6. **Monthly Progress Reports.** The TO Contractor shall provide a monthly report of all open (in progress as well as not started), closed, and canceled project tasks including Customer Service Requests. The TO Contractor shall provide all reports in writing. The TO Contractor shall provide a copy of these reports in an Agency standard software product such as Microsoft Word, Microsoft Excel, Microsoft Project Manager, or another software package designated by the SRA.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for assignments performed during that period. These evaluations will directly relate to the accuracy and speed with which software modifications and support tasks were performed, as demonstrated by the Agency's testing and change management procedures for MPAS, and the ability of TO Contractor personnel to effectively operate within the Agency's Systems Development and Pension Systems Operations team structure.

2.5 MITIGATION PROCEDURES

Should there be performance issues related to any TO Contractor personnel, the TO Manager shall give written notice to the TO Contractor clearly describing the problem and delineating remediation requirements. The TO Contractor shall respond with a written remediation plan within 10 business days and implement the plan immediately upon written acceptance by the TO Manager. If performance issues persist, SRA may require removal of the individual from the TO Agreement. Notwithstanding this process, the Agency at its sole discretion reserves the right to request more expeditious removal, up to immediate removal, depending on the severity of the individual's performance deficiency.

2.6 WORK HOURS

The TO Contractor's assigned personnel will generally work an eight-hour day (generally 8:00 AM until 4:30 PM with a 30-minute break for lunch), Monday through Friday- except for State holidays. TO Contractor personnel will also be required to participate in a rotating emergency on-call schedule, providing non-business hours support. Due to heavier workloads at year-ends (calendar or fiscal) or other planned IS activities, support services provided by the TO Contractor will likely involve some State holidays (including Salary Reduction days) , evening and/or weekend hours in addition to core business-day hours. These non- business hours will be billed on actual time worked at the rates proposed in the TO Contractor's financial proposal.

2.7 DELIVERABLES

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required to satisfactorily perform the services stated in this TORFP within the timeframe required as specified by the TO Manager.

B. Weekly Status Report

At the conclusion of each work week, the TO Contractor shall be responsible for compiling and submitting to the TO Manager, a status report that summarizes the following:

- Assigned work efforts and status (completed, in progress, on-hold) and issues identified;
- Emergency work efforts and issues identified;
- Proposed activities for the upcoming work week; and
- Hours worked by individual TO Contractor personnel.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

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

guidelines affecting project execution. These rules include, but are not limited to, the following policies, guidelines, and methodologies that can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under “Policies and Guidance”:

- 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.

All TO Contractor personnel, while on-site or representing the Agency will adhere to all Agency policies, guidelines, dress codes, and other standards placed on Agency personnel. These standards will be provided to the TO Contractor by the Agency, and may be changed from time to time.

The Agency is the custodian for a considerable volume of non-public personal information (NPPI) of both participants and retirees of the retirement and pension systems. NPPI is defined as any personally-identifiable information the Agency collects and stores, from employers, employees, and/or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, balances, and other information provided in confidence and related to retirement and pension programs administered by the Agency. In addition, the fact that an individual is a participant or retiree of the Agency-administered programs is in itself considered NPPI.

The TO Contractor, its employees, and subcontractors will be required to attest that they understand that the Agency retains NPPI and that all such NPPI will be protected by the TO Contractor at all times. At no time shall NPPI be removed, in any format, including but not limited to remote electronic access, from the Agency’s premises except as specifically approved in writing by the Agency on a case-by-case basis. In addition, NPPI must be protected at all times when on-site at the Agency. Specific proposed terms and conditions will be included in the subsequent agreement between the Agency and the TO Contractor (see Attachments 7 and 8 of this TORFP). If there are any inconsistencies between this Section 2.8 of this TORFP and the attached Non-disclosure Agreements, the terms of this Section 2.8 shall control.

Notwithstanding any other condition, the following terms will apply:

1. At the discretion of the Agency, any breach of confidentiality is cause for immediate termination of the TO Agreement with the TO Contractor.
2. The Agency shall determine what Agency-related information falls within the definition of confidential information. Absent specific guidance from the Agency to the contrary, all information must be treated by the TO Contractor as confidential information.
3. The TO Contractor shall perform a criminal background check on all of its employees who have any access to confidential information. The TO Contractors employees assigned to this TO must not have been convicted of a felony. The TO Contractor shall have policies and procedures in place to ensure the confidentiality of such information.
4. The TO Contractor shall provide for the physical and electronic security of confidential information at all times when information is under the TO Contractor’s control, and the TO Contractor must be able to determine any breach of NPPI.
 - a. The TO Contractor shall disclose to the Agency what safeguards it has in place to secure confidential information, to the extent that such disclosure does not compromise the TO

- Contractor's own confidential or proprietary information, but sufficient to assure the Agency that the SRA's confidential information is secure.
- b. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the TO Agreement, in a mutually acceptable manner, to include review of TO Contractor audits, summaries of test results, or other equivalent evaluations.
 - c. The TO Contractor shall not make copies of any Agency-supplied information, except as required for back-up or redundancy, and shall destroy or return to the Agency any information that is no longer necessary for the TO Contractor to fulfill its obligations. In no event shall any data survive the end of a contract, including the TO Agreement, and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
5. Where prior written consent to subcontract is granted by the Agency, the TO Contractor remains responsible for ensuring that each subcontractor agrees to provide at least equivalent safeguards of confidential information to those of the TO Contractor. The TO Contractor must obtain Agency approval of these subcontractor safeguards prior to commencement of the subcontract. Notwithstanding any subcontract, it remains the TO Contractor's responsibility to the Agency to safeguard all confidential information.
 6. The TO Contractor shall immediately notify the Agency and provide available details by telephone, with confirmation in writing, in the event of a breach or potential breach of confidential information.
 - a. The TO Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's confidential information and shall remain in frequent, regular contact with the Agency regarding the incident.
 - b. The TO Contractor must take prompt action to remedy conditions that may have caused a breach, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.
 7. TO Contractor personnel shall not connect non-SRA hardware to the Agency's computing resources without prior written approval by the Agency's TO Manager; if approved, the TO Contractor is required to provide protections equivalent to the Agency's protection of its own hardware.
 8. Terms related to confidentiality provisions shall survive the termination of any contract, including the TO Agreement issued pursuant to this TORFP.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The Master Contractor's proposed staff must document a professional level of expertise, and demonstrate the associated skills, as described in the position classifications below:

Senior Computer Systems Programmer

The Senior Computer Systems Programmer shall perform project management tasks with oversight and coordination of the TO Contractor's development team. This individual shall participate in all phases of software development and support, including analysis, requirements definition, design, programming, testing, implementation, documentation, and all steps involved in successful change management.

An individual in this category shall have a minimum of **12 years** experience in information systems design, software development, technical, and project management experience which includes extensive experience in application programming and experience using the technologies identified in Section 2.3 above. A Senior Computer Systems Programmer must understand appropriate software tools for testing, comparing files and data, version control, production control, and other utilities associated with the Microsoft application development and server processing environment.

An individual in this category shall have analytical and business skills and experience so as to appreciate the impact of applicable laws, regulations, SRA policy, and IRS publications on pension systems. The Senior Computer Systems Programmer shall be proven and repeatedly successful with design, implementation, and testing. This individual shall be a good communicator - able to effectively transfer thoughts and concepts to a variety of audiences (technical, client, management, team members).

Work experience in retirement and pension applications is required. The **Senior Computer Systems Programmer** shall be dedicated to the TO Agreement and shall work on-site for all hours proposed. This individual shall be designated as “Key Personnel” as defined below.

Senior Computer Programmer

Individuals in this category shall participate in all phases of software development and maintenance. Emphasis is on analysis, programming, testing, and documentation. These individuals shall have a minimum of **8 years of** technical experience that includes extensive experience in systems development. A substantial portion of this experience must directly relate to the technologies identified in Section 2.3 above, business knowledge and skills in the pension administration function, or both. When taken as a whole, the Senior Computer Programmers assigned to the TO Agreement – the Master Contractor’s proposed team- must possess a balance of both business and technical experience. The Senior Computer Programmer position is a technical position and all proposed personnel who qualify for this labor category must be technically-focused systems development professionals.

Work experience in retirement and pension applications is preferred.

All personnel assigned by the TO Contractor to perform the TO Agreement shall work continuously for the duration of the TO Agreement, as long as performance is satisfactory to the TO Manager and subject to these terms:

1. The TO Contractor may designate Senior Computer Programmers as “Key Personnel,” who are thereby considered particularly important to the delivery of the proposed ongoing operations and maintenance support services and whose credentials will be given added weight by the Agency in the review of proposals. Substitution of “Key Personnel” is further discussed in Section 4.2 of this TORFP. Should the TO Contractor wish to substitute personnel for an individual designated as “Key Personnel” on the TO Agreement, the TO Contractor must provide at least 5 business days advance notice of the proposed substitution to the TO Manager. TO Contractor must provide SRA with detailed credentials of any proposed substitute, and the credentials of such individual must be equivalent or superior to the incumbent. SRA reserves the right to interview, and accept or reject the proposed substitute personnel. TO Contractor may not replace personnel without the approval of SRA. Those individuals designated as Key Personnel are persons whose credentials are critical, in the Master Contractor’s opinion, to the ongoing success of the TO Agreement. Key Personnel shall not be removed from the TO Agreement without the prior approval, in writing if practicable, of the Agency’s TO Manager.
2. The TO Contractor must provide training for substitute personnel in both the technical and business requirements of this TORFP, at the TO Contractor’s own expense. This training must result in a substitute that is immediately capable of functioning as a productive member of the SRA systems development team.

The TO Contractor will ensure that all personnel assigned to the TO Agreement with SRA are cross-trained in essential activities and skills as necessary to ensure continuity of work performed on the TO Agreement. All TO Contractor personnel will be required to complete any necessary paperwork for security access to both the SRA physical facility and SRA computing resources- refusal to do so shall constitute grounds for default by the TO Contractor. All TO Contractor personnel will be required to wear a badge identifying them by their name and the TO Contractor’s name at all times while on SRA premises and within plain sight. In addition, TO Contractor personnel must adhere to the Agency dress code, which will be provided to the TO Contractor.

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements of this TORFP and produce high quality deliverables as described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services, including:

- Systems development and application skills and experience as described in Section 2.3 above.

- Familiarity with application functions similar to those performed by SRA, included in the MPAS system, listed in Sections 2.1.3.1 above.
- Specific experience with public-sector pension industry clients.

The proposal should detail how the Master Contractor meets all minimum qualifications stated in this TORFP.

The Agency understands that Master Contractors may wish to review MPAS code and documentation before submitting a proposal. Accordingly, by appointment only, the Agency will provide access to MPAS documentation in advance of the proposal submission deadline to assist potential offerors in evaluating technical requirements of this TORFP. Details of how this access will be provided is stated in section 1.7 of this RFP and will be further discussed at the TO Pre-Proposal Conference.

2.11 SUBSTITUTION OF PERSONNEL

The Master Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in both this TORFP and the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements stated in the Master Contract, Section 2.11.8, and in Sections 2.9 and 4.2 of this TORFP.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that SRA is dissatisfied with the TO Contractor's personnel for not performing to the standards specified in this TORFP, the TO Contractor personnel may be removed at the TO Manager's sole discretion. The parties to the TO Agreement shall communicate regarding the nature of the dissatisfaction and mitigation efforts will be taken pursuant to Section 2.5 of this TORFP. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked as indicated in the accompanying weekly status report, such reports are described in Section 2.7 Deliverables, Sub-section B. of this TORFP Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

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 Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.13.1 INVOICE SUBMISSION PROCEDURE

The Invoice Submission Procedure consists of the following requirements and steps:

- A) The invoice shall identify Maryland State Retirement Agency, labor category, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (such as, itemized billing reference for employees- including detail of work hours) submitted for payment to Maryland State Retirement Agency at the following address:

Mr. Calvin T. Kiser, Deputy Chief Information Systems Officer
 Maryland State Retirement Agency
 120 E. Baltimore Street 12th Floor
 Baltimore, MD 21202

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

2.14 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to SRA’s TO Manager at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to SRA’s TO Manager. SRA 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 Manager and 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 or two possible responses: 1) a proposal and/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 feedback form is accessible via the CATS II Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS II TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed explanation to indicate the Master Contractor understands the work to be performed, and description of the capabilities, approach and solution proposed by the Master Contractor to address the requirements outlined in Section 2- Scope of Work of this TORFP.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required skills listed in Section 2.9 of this TORFP.
- 3) Complete and provide the Labor Classification Personnel Resume Summary, which is included as Attachment 5 of this TORFP.
- 4) Provide the names and titles of all Key Personnel, including the Senior Computer Systems Programmer who will be supervising the services rendered under the TO Agreement.

C) MBE Participation

- 1) Submit completed MBE documentation- included as Attachment 2 (specifically, Forms D-1 and D-2 must be submitted with the Technical Proposal) of this TORFP.

D) Subcontractors

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

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments on which at least one of the proposed personnel have worked that were similar in scope to the requirements defined in this TORFP. Each of the three examples, shall be listed and described in the Master Contractor's Technical Proposal, and, if the Master Contractor meets the minimum qualifications as described in this TORFP, such examples will be further discussed at the interviews of proposed personnel as stated in Section 4 of this TORFP. For each example, please provide a reference that includes the following:

- a) Name of referring or client organization (reference);
 - b) Name, title, and telephone number of a point-of-contact for the reference;
 - c) Type and duration of contract(s) performed for the reference;
 - d) The services provided to the reference- with a focus on the scope of work and performance objectives satisfied by the Master Contractor, and how such services relate to the services requested pursuant to this TORFP; and,
 - e) Whether the proposed personnel are still providing the services previously noted, and, if not, an explanation of why services are no longer provided to the reference.
- 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 the following information:
- a) The State entity party to the contract;
 - b) A brief description of the services/goods provided;
 - c) The dollar value of the contract;
 - d) The term of the contract;
 - e) Whether or not the contract was terminated prior to the end date specified in the contract;
 - f) Whether or not any available renewal option was exercised; and
 - g) The State employee serving as the contact person for the contract- including, the employee's name, title, telephone number and e-mail address.

This information will be considered as part of the evaluation criteria described in Section 4 of this TORFP.

F) State Assistance

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

G) 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) Completed Financial Proposal - Attachment 1 including the rates to be applied for each Labor Category multiplied by the stated number of hours. The Master Contractor shall indicate the fixed hourly labor category rate for each labor category indicated, and shall clearly identify such rates for each year of the proposed TO Agreement. Proposed rates are not to exceed the rates defined in the Master Contract. Please note that the number of class hours stated on Attachment 1 is an approximation provided by the Agency for this project, and represent the maximum total class hours. These hours correspond to the estimated hours for the full duration of the proposed TO Agreement, which is five (5) years. The hours listed are not a guarantee that the Master Contractor will be required to provide services and be paid for the hours stated

herein. For each Labor Category, including sub-categories in each pay grade, multiply the respective labor rate by the stated number of hours to derive the total cost for each category for each year, add these together to derive the Total Evaluated Price for each year respectively, and then add these together to derive the Total Evaluated Price for all years of the proposed TO Agreement. Include all such information on the Price Proposal, which is included as Attachment 1 to this TORFP.

SECTION 4 - PROCEDURE FOR AWARDING A TO 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, SRA will consider all information submitted in accordance with Section 3 of this TORFP.

4.2 TECHNICAL CRITERIA

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

A) Qualifications and Experience

1. Skills and Experience, both technical and business, of proposed TO Contractor personnel in performing the duties and responsibilities required in Section 2 of this TORFP.

NOTE on Key Personnel: The Master Contractor shall identify in its proposal any proposed personnel considered to be “Key Personnel” who may not be removed from the contract without the prior approval of the SRA. Credentials and experience of on-site staff designated as “Key Personnel” will be given greater weight than other on-site staff not so designated.

2. Experience of the Master Contractor with pension and retirement related clients.
3. Experience of proposed subcontractors with pension and retirement related clients.
4. General Experience of the Master Contractor.
5. General Experience of proposed subcontractors.

4.3 SELECTION PROCEDURES

4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors’ proposed personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

4.3.2 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.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit and credentials will be given greater weight than price.

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, a Non-Disclosure Agreement (TO Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # G20B0400004

Descriptive titles of each labor category being proposed have been listed. There is a table below for each of the four (4) years within the Period of Performance for this procurement. In addition, following the five aforementioned tables, there is a table in which to compute the dollar (only) total for ALL years combined.

For each of the four (4) years in the Period of Performance, enter proposed rates for the respective year in Column A for each labor category. The maximum total class hours have been allocated in Column B. Complete Column C by multiplying the hours in Column B by each respective rate in Column A within each table. Then, for each year, add the amounts for each labor category to derive the total for the year and enter that in the lower right-hand box in the table for that year.

Finally, add the dollar amounts for each labor category for all years, enter the totals in the last table respectively for each labor category, and then add the total amounts for each labor category to derive the total for ALL years and enter that in the lower right-hand box in the table. This will represent to total evaluated cost for all labor categories for all years.

Year 1 Labor Categories	A	B	C
	Hourly Labor Rate	*Estimated Hours for Labor Category	Total Proposed CATS II TORFP Price
Senior Computer Systems Programmer	\$	2,080	\$
Senior Computer Programmer	\$	8,320	\$
Year (1) Evaluated Price			\$

Year 2 Labor Categories	A	B	C
	Hourly Labor Rate	*Estimated Hours for Labor Category	Total Proposed CATS II TORFP Price
Senior Computer Systems Programmer	\$	2,080	\$
Senior Computer Programmer	\$	8,320	\$
Year (2) Evaluated Price			\$

Year 3 Labor Categories	A	B	C
	Hourly Labor Rate	*Estimated Hours for Labor Category	Total Proposed CATS II TORFP Price
Senior Computer Systems Programmer	\$	2,080	\$
Senior Computer Programmer / Analyst	\$	8,320	\$
Year (3) Evaluated Price			\$

Year 4 Labor Categories	A	B	C
	Hourly Labor Rate	*Estimated Hours for Labor Category	Total Proposed CATS II TORFP Price
Senior Computer Systems Programmer	\$	2,080	\$
Senior Computer Programmer	\$	8,320	\$
Year (4) Evaluated Price			\$

TOTAL, ALL YEARS Labor Categories		B	C
		*Estimated Hours for Labor Category	Total Proposed CATS II TORFP Price
Senior Computer Systems Programmer		8,320	\$
Senior Computer Programmer		33,280	\$
Total Evaluated Price			\$

* Represents the maximum total labor category hours for this TORFP and are not a guarantee that the TO Contractor will be required to provide services. TO Contractor will be paid for actual hours worked. Total hours cannot exceed the maximum hours stated in each labor category.

Authorized Individual Name

Company Name

Title

Company Tax ID #

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.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS II TORFP # G20B0400004

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

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

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

In conjunction with the offer submitted in response to TORFP No. G20B0400004, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [redacted] 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.

2. 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.
3. 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.
4. 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.

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

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

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

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

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number G20B0400004	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)
 Name: _____ Title: _____

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # G20B0400004, I state the following:

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

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

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

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

- This project does not involve bonding requirements.

5. 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. G20B0400004, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

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

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS II TORFP G20B0400004 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:

Calvin T. Kiser Deputy Chief Information Systems Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 ckiser@sra.state.md.us	Cathie L. Nash, CPPB Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 cnash@sra.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 #: _____ Reporting Period (Month/Year): ___/_____ Report Due By the 15th of the following Month.	CATS II TORFP G20B0400004 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

Calvin T. Kiser Deputy Chief Information Systems Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 ckiser@sra.state.md.us	Cathie L. Nash, CPPB Senior Procurement Officer Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 cnash@sra.state.md.us
---	---

Signature: _____ Date: _____

Submit as required in TO Contractor MBE Reporting Requirements

ATTACHMENT 3 - Task Order Agreement

CATS II TORFP G20B0400004 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TO Agreement”) is made this ____ day of **Month**, 2009 by and between **MASTER CONTRACTOR** and the STATE OF MARYLAND, Maryland State Retirement 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 State Retirement Agency, as identified in the CATS II TORFP # G20B0400004.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # G20B0400004, dated December 14, 2009, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated May 5, 2009.
 - d. “TO Procurement Officer” means Cathie L. Nash, CPPB. 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 the Maryland State Retirement Agency and **MASTER 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 Calvin T. Kiser. 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. 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 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

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

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS II TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of four (4) years, commencing on the date of Notice to Proceed (which shall be on or about June 1, 2010) and terminating on May 31, 2014.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS II TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS II TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor

Maryland State Retirement Agency

By: Type or Print TO Contractor POC

By: Cathie L. Nash, CPPB, TO Procurement Officer

Date: _____

Date: _____

Witness: _____

Witness: _____

ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

ATTACHMENT 5 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract 060B9800035.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS II TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. The 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 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

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

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

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

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

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT WITH TO RESPONSE
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 - Directions to the Pre-TO Proposal Conference

The Maryland State Retirement Agency is located in the SunTrust Building
120 E. Baltimore Street Baltimore, MD 21202-6700

Contractors' Parking

The State Retirement Agency is located in the SunTrust Building at the corner of Baltimore and Calvert Streets. We are convenient to the Metro Subway and the Light Rail. Parking at your own expense is available in the SunTrust Building, as well as in numerous other garages in the area.

The hourly rates for the Sun Trust Building garage are:

0 to ½ hour	\$5
½ hour to 1 hour	\$7
1 hour to 1½ hours	\$10
1½ hours to 2 hours	\$15
2 hours to closing	\$20(max)

(Parking Garage prices subject to change without notice)

The entrance to the garage is on Calvert Street. If you park in the SunTrust Building garage, enter the garage elevator and proceed to the building lobby which is designated as floor 1. Once in the lobby Contractors will be required to sign in and then proceed to the 16th floor.

Coming from the north:

- Take I-83 S toward Baltimore
- Turn right on Fayette St. via Exit 1
- Turn left onto St. Paul St.
- Turn left onto E. Baltimore St.
- SunTrust building is at corner of E. Baltimore and Calvert Streets

Coming from the south:

- Take I-95 N toward Baltimore
- Take I-395 N via Exit 53 toward downtown
- Follow signs to I-395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)
- SunTrust building is at corner of Calvert and E. Baltimore Streets

Coming from the Eastern Shore:

- Take US-50 W to I-97 N (Exit 13 B)
- Take I-97 N to I-695 W Baltimore Beltway (Exit 17 A)
- Merge onto I-295 N (Exit 7 B) toward Baltimore
- Turn right onto W. Pratt St.
- Turn left onto S. Charles St.
- Turn right on E. Baltimore St.

- SunTrust building is at corner of E. Baltimore and Calvert Streets

Coming from the west:

- Take I-70 toward Baltimore
- Merge onto I-695 S/Baltimore Beltway via Exit 91 A toward I-95 S Glen Burnie
- Take I-95 N via Exit 11 A toward Baltimore
- Take I-395 N via Exit 53 toward downtown
- Follow signs to I-395 Downtown Inner Harbor
- Turn right on Conway St.
- Go left at Light St. (sign indicates Calvert St. as well)
- SunTrust building is at corner of E. Baltimore and Calvert Streets

The entrance to the garage is located on Calvert Street. All parking fees are the responsibility of the OFFEROR/Contractor. The Maryland State Retirement Agency will not pay for any parking fees. Parking may also be available on the street in front of the SunTrust Building. MSRA is located in the Sun Trust building on 120 E. Baltimore, 16th Floor, Baltimore, MD 21202. All visitors to the building MUST sign in at the front desk before proceeding to MSRA.

Please send an email with the number of attendees to the procurement office (procurement@sra.state.md.us) by 2:00 PM on DECEMBER 21, 2009. If special accommodations are required please notify SRA immediately so that we can make any necessary AND REASONABLE arrangements. SRA will NOT reimburse vendors for their travel time, parking, or other expenses.

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS II TORFP G20B0400004for Information Technology (I.T.) Ongoing Support Services. 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 Cathie L. Nash, CPPB, Maryland State Retirement Agency on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 200___, by and between the State of Maryland ("the State"), acting by and through its Maryland State Retirement 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 MPAS O&M Support Services TORFP No. G20B0400004 release date for TORFP December 14, 2009, (the "TORFP" issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B9800035; and

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

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

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

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

Contractor/Contractor's Personnel:

Name: _____

Title: _____

Date: _____

Maryland State Retirement Agency:

Name: _____

Title: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

D) Was the substitute approved by the agency in writing?
Yes No (If no, explain why) _____

Section 4 – MBE Participation

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

B) Are MBE reports D-5 and D-6 submitted monthly?
Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%
(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))

D) Is this consistent with the planned MBE percentage at this stage of the project?
Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?
Yes No

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?
Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off
Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)
Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?
Yes No

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?
Yes No (If no, explain why) _____

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

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