



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

SYSTEMS DEVELOPMENT STAFFING SUPPORT

**CATS II TORFP #
G20B2400001**

MARYLAND STATE RETIREMENT AGENCY

ISSUE DATE: JUNE 22, 2011

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services II (CATS II) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS II Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Master Contractors choosing not to submit a proposal must submit a Master Contractor Feedback form. 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) and subsequent Master Contract Project Number 060B9800035, including any amendments.

TORFP Title:	Systems Development Staffing Support
Functional Area:	FA 5 – Software Engineering
TORFP Issue Date:	June 22, 2011
Closing Date and Time:	July 15, at 2:00 PM
TORFP Issuing Agency:	Maryland State Retirement Agency (SRA)
Send Questions and Proposals to:	Cathie L. Nash, CPPB Senior Procurement Officer procurement@sra.state.md.us
TO Procurement Officer:	Cathie L. Nash, CPPB cnash@sra.state.md.us Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704
TO Manager:	Thomas Montanye tmontanye@sra.state.md.us Office Phone Number: 410-625-5665 Office FAX Number: 410-468-1711
TO Project Number:	G20B2400001
TO Type:	Time and Material, with not-to-exceed limit
Period of Performance:	Date of award through May 31, 2014
MBE Goal:	Thirty(30) percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland State Retirement Agency 120 East Baltimore Street Baltimore, MD 21202
TO Pre-proposal Conference:	10:00 AM on Wednesday , June 29, 2011 120 East Baltimore Street, Room 1631 (Board Room) See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TOA

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

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

1.2 TOA

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TOA, Attachment 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 date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. The TO Proposal is to be submitted via e-mail as three (3) attachments in MS Word 2010 format. The "subject" line in the e-mail submission shall state the TORFP # G20B2400001. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS II TORFP # G20B2400001 Technical". The second file will be the financial response to this CATS II TORFP and titled, "CATS II TORFP # G20B2400001 Financial". The third file will be the attachments in response to this CATS II TORFP and titled, "CATS II TORFP # G20B2400001 Attachments". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal (second file)
- Attachment 2 - MBE Forms D-1 and D-2 (third file)
- Attachment 4 - Conflict of Interest and Disclosure Affidavit (third file)
- Attachment 13 – Living Wage Affidavit of Agreement (third file)

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 TOA shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 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 documentation may be required by the TO Contractor awarded the TOA in order to fulfill the requirements of the TOA. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

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

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

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

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send initial checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

The Maryland State Retirement Agency (SRA or Agency) is issuing this CATS II TORFP to obtain Systems Development Staffing Support services. Three (3) Senior Computer Programmers are required to support the full range of systems development, maintenance, and enhancement requests on Agency applications, except for direct support of the Maryland Pension Administration System (MPAS), which is supported under another contract. TO Contractor staff will work side-by-side with Agency Information Systems staff, under Agency Systems Development management, in executing this Scope of Work.

Workstation space with a computer and telephone set will be provided by the Agency for TO Contractor personnel and the Agency will work with the TO Contractor to maintain a largely consistent level of staffing and personnel assignment. The contract will be time-and-material based with a not-to-exceed limit.

2.2 REQUESTING AGENCY BACKGROUND

The Agency, 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.

The Agency 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.

The Agency has approximately 200 employees based at 120 E. Baltimore Street, Baltimore, Maryland with a small remote office in Annapolis. The value of the assets of the System is approximately \$31.9 billion as of June 30, 2010, 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 System 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. The Agency 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, the Agency's inventory of pension programs was determined to be of above-average complexity within the public retirement industry. This same study indicated that the Agency's member service delivery levels are also above-average.

2.3 ROLES AND RESPONSIBILITIES

The Agency will provide strategic direction and management to activities conducted under this Scope of Work. The TO Master Contractor will provide qualified personnel to perform required duties, as stated in Section 2.1 above, and will manage those resources to ensure that technical skills remain current and that staff assignments to this TOA are consistent throughout the TOA duration. Assigned personnel will directly perform all services required.

2.4 PROJECT BACKGROUND

The Agency's Information Systems unit has a small number of application programmers and analysts. There are numerous internal management requests for improvements to existing application systems. In addition, application changes are periodically necessitated by legislative actions, or by directives or requests from the MSRPS Board of Trustees. The majority of these changes are modest in scope; the Agency anticipates that the typical assignment under this TOA will require between 176 and 1,056 manpower hours per assignment.

The Agency's existing applications inventory, other than MPAS, consists mostly of the following:

- A custom-developed imaging system ("Folder Inquiry") is used for member services related documents, which is in the process of being enhanced to integrate with barcoding technology. The intent is to eventually capture document data on a secure member web site, which will be released once documents are authorized and received, in turn creating the document index in Folder Inquiry automatically as the image is scanned and saved.
- Several commercial-off-the-shelf (COTS) software products are in use at the Agency, including:
 - Traverse for fund accounting;
 - Wilshire for investments analysis;
 - Create-a-Check for Agency payments / manual checks.
- Secure file exchange with Participating Governmental Units (PGUs), which is being enhanced to provide editing capabilities, all within a secure employer web site. This includes both uploads of payroll information from employers, and reporting back to employers of Agency activity.
- The Deferred Retirement Option Program (DROP) is automated, managing a considerable volume of activity supporting State Police and Law Enforcement Officers plans. The Agency intends to automate the interface between DROP and Create-a-Check.
- An authentication module for both secure web sites referenced immediately above (one for members and one for employers). Another TORFP is planned to be issued to perform external security testing on this application and the secure web sites referenced above.

- MD Time, a State- and Agency-supported application to report and track work time and leave.
- Deceased benefits tracking.
- A customized program to compute “buy-backs” of service credits installed on numerous Administration Division workstations and supported by the Systems Development unit.
- The Agency’s public web site, www.sra.state.md.us, which was redesigned in 2009-2010 to provide improved navigation, better content access, and support for visually-impaired individuals.
- The “SRA Café,” an intranet application utilizing Microsoft SharePoint that supports Agency business functions including Human Resources, Investments, Information Systems, External Affairs, Member Services, Procurement, and other operations.
 - “Wiki” technology is used by Member Services to create and maintain online reference manuals.
 - The “Form 42” process is automated, which is used to escalate questions received from members who contact the Member Services Call Center, to track progress of all inquiries, and ultimately to communicate back responses to the members.
 - Legislative Tracking is included in the SRA Café, in addition to the Board Portal and the public web site.
 - Useful links and resources are provided to all staff on the SRA Café, including news and press releases, the Agency calendar, staff and telephone directories, etc.
- A secure web portal for the Board of Trustees, which is planned to be migrated to SharePoint.

These are mostly .NET programs (Visual Studio 2010 using VB.NET and ASP.NET), with a few Microsoft Access applications. The Agency has a style book and standards for its application systems, which will be used by the TO Contractor for all systems development work.

The Agency operates its own Data Center at its 120 E. Baltimore Street, Baltimore, Maryland location, which contains the Agency’s local area network of Intel-based servers and a storage area network, and it also shares the State of Maryland’s Annapolis Data Center for mainframe operations. The proposed TOA is targeted at Microsoft server-based applications operating in a Windows 2003 / 2008 server, SQL Server 2005 / 2008, SharePoint 2010, and Internet / intranet server environment conforming to the Agency’s adopted Services Oriented Architecture and .NET programming standards. The Agency uses the ILOG business rules product from IBM.

2.5 REQUIREMENTS

In that no single assignment under this Scope of Work is expected to encompass the entire systems development life cycle, the deliverables will vary widely and are not pre-determined. In general, the work to be accomplished by the TO Contractor personnel under this TORFP consists of the following:

- A. TO Contractor shall analyze program logic;
- A. TO Contractor shall identify and document the optimal time, resource, and cost effective means to implement changes to processing logic;
- B. TO Contractor shall clearly communicate suggested system modifications to SRA client and technical personnel, gain user acceptance of modifications in advance of coding, execution, and testing;
- C. TO Contractor shall create new software code / objects to meet the requirements of a given assignment;
- D. TO Contractor shall develop and execute testing plans;
- E. TO Contractor shall prepare documentation of changes and test results that show that modifications or developed software modules work correctly and do not adversely affect secondary software. The documentation should be in a narrative format which can be easily interpreted by SRA personnel; and
- F. TO Contractor shall update or create documentation, including (not exclusively) design documents, program descriptions, report descriptions, and operational procedures.

In the event that software developed under this contract needs to interface with MPAS software, the MPAS System Development Life Cycle (SDLC) deliverables, and project documentation 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. Documentation exists for some, but not all, of the applications other than MPAS in use at the Agency, and to the extent that documentation does not exist, the TO Contractor will be expected to produce documentation, conforming to Agency and State standards, of any new product or module developed under this Scope of Work.

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

- Programming skills using Microsoft Visual Studio 2008 / 2010 to produce VB.NET and ASP.NET program code;
- Microsoft SQL Server 2005 and 2008 database skills;
- Service-Oriented Architecture (SOA) design concepts; and
- Experience operating within a formal Change Management and Control regime.

The TO Contractor can become engaged in a given assignment at any stage of the SDLC post-planning. Therefore, the TO Contractor must have technical skills in all relevant phases, and the ability to produce appropriate deliverables as defined in the State's SDLC (see Section 2.7 below).

- Requirements Analysis – This Analysis Phase includes analyzing the current system (documenting “as-is”) and defining the functional, technical, and operational requirements of the proposed enhancement along with its associated acceptance criteria. This entails defining system inputs, processes, outputs, and interfaces (both internal and external). This definition process occurs at the functional level. The system will be described in terms of the functions to be performed, not in terms of computer programs, files and data streams. The emphasis in this phase is on determining what functions must be performed rather than how to perform those functions. Depending on the enhancement, this may involve modeling data and work flows in addition to designing the relationships with the SQL databases that are required to support the functions of the enhancement. This Phase also can include analysis to determine whether acquiring a commercial off-the-shelf (COTS) software package would be advantageous, to fulfill part or all of the requirements for the enhancement. TO Contractor personnel shall demonstrate the ability to interview and interact with Agency business users of technology and translate their input into a documented set of functional and technical requirements for systems development, which can then be used to confirm / create a common understanding of the scope of any systems development activity;
- Design – The objective of the Design Phase is to transform the detailed, defined requirements into complete, detailed specifications for the system to guide the work of the Development Phase. The decisions made in this phase address, in detail, how the system will meet the defined functional, physical, interface, and data requirements. Design Phase activities may be conducted in an iterative fashion, producing first a general system design that emphasizes the functional features of the system, then a more detailed system design that expands the general design by providing all the technical detail. This Phase includes the technical design, frozen functional specifications, implementation alternatives, and end-user view of the enhancement, incorporating controls, security features, database architecture, and other strategies that comprise the technical details of the enhancement, along with a master project plan, including major and interim milestones as appropriate, to develop, test, and implement the solution. For COTS products, some tasks and activities may have been performed by the commercial developer and developer documentation may be appropriate to meet some documentation requirements. TO Contractor personnel shall demonstrate the ability to take documented requirements and convert them into a design, including decisions on application of database, business rules, and Service Oriented Architecture (SOA) concepts, along with program and object structure, and then to build consensus within Information Systems as to the optimal design approach from both immediate task and longer-term objectives;
- Development – The activities of this Development Phase translate the system design produced in the Design Phase into a working information system capable of addressing the information system requirements. The Development Phase contains activities for requirements analysis, design, coding, integration, testing, and installation and acceptance related to software products. At the end of this Phase,

the system will be ready for the activities of the Integration and Testing Phase. TO Contractor personnel shall demonstrate the ability to build objects and event-driven software, in accordance with the design;

- Integration and Testing – The objective of this Integration and Testing Phase is to prove that the developed system satisfies the requirements defined in the any given work assignment. Another purpose is to perform an integrated system test function as specified by the design parameters. This function will be heavily supported by the user participants. In some instances, the Agency will work with developers to devise test cases, to prove the accuracy and functionality of the enhancement, as required. Performance requirements, security requirements, and access controls are also tested, in conjunction with any manual procedures associated with the enhancement. Finally, end users participate in acceptance testing to confirm that the developed system meets all user requirements as stated in the work assignment. TO Contractor personnel shall demonstrate the ability to plan testing regimes, produce test cases, conduct unit and integration testing, document results, and demonstrate the results to business and technical staff at the Agency;
- Implementation – The contractor will assist the Agency staff in placing the enhancement into Production status, under the Agency’s Change Management and Control procedures. This Implementation Phase also involves final training of end users of the enhancement, along with potentially final data conversion. At the end of this Phase, responsibility for the enhancement is transferred to the Agency. TO Contractor personnel shall demonstrate the ability to support movement of developed code into Production status, to document final designs and work product, and to provide training to end users;
- Operations and Maintenance – The Operations and Maintenance Phase the on-going ability to monitor Production processes, effect corrections as needed, and product incremental enhancements to support Agency business users and Information Systems Division needs.

The TO Contractor shall be proficient with standard Microsoft Office 2010 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-VISIO for producing diagrams and flow charts;
- E. MS-PROJECT for routine project management and reporting functions; and
- F. MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.

2.6 DELIVERABLES

2.6.1 DELIVERABLE SUBMISSION PROCESS

To the extent that any given work assignment requires formal production of deliverables, for each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but:

- Shall be presented in a format appropriate for the subject matter and depth of discussion.
- Shall be organized in a manner that presents a logical flow of the deliverable’s content.
- Shall represent factual information reasonably expected to have been known at the time of submittal.
- Shall present information that is relevant to the Section of the deliverable being discussed.
- Shall represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable

Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (reference 2.11 Invoicing).

A written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and:

- A. Shall be presented in a format appropriate for the subject matter and depth of discussion.
- B. Shall be organized in a manner that presents a logical flow of the deliverable's content.
- C. Shall represent factual information reasonably expected to have been known at the time of submittal.
- D. Shall present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.6.2 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

Deliverable descriptions and acceptance criteria will be provided to the TO Contractor and its personnel prior to any requirement that a formal deliverable be produced as part of the TO Contractor's work effort. The Agency has no pre-defined deliverables for this task order; rather, as noted in Section 2.5, the format and content of any deliverables required under this contract shall be determined and described by the Agency at the initiation of any work assignment involving a deliverable. All deliverables shall conform to the State's SDLC, as targeted by the Agency to the given assignment.

2.7 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

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

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

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 10 and 11 of this TORFP). If there are any inconsistencies between this Section 2.7 of this TORFP and the attached Non-disclosure Agreements, the terms of this Section 2.7 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 TOA 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 Contractor's 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 TOA, 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 TOA, 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 TOA issued pursuant to this TORFP.

2.8 TO CONTRACTOR PERSONNEL MINIMUM EXPERTISE REQUIRED

The TO Contractor's proposed staff must possess, and the TO Contractor's proposal must document, a professional level of expertise in both the technical areas identified in Section 2.5 above. In addition, it is strongly preferable that proposed technical staff have personal experience working with public defined benefit pension systems in addition to requisite technical skills, and these industry-specific skills will be given additional weight in considering and comparing the TO Contractors' proposals.

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 eight (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 2.5 above, business knowledge and skills in the pension administration function, or both. When taken as a whole, the Senior Computer Programmers assigned to the TOA – 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.

All personnel assigned by the TO Contractor to perform the TOA shall work continuously for the duration of the TOA, 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 TOA, 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 TOA. Key Personnel shall not be removed from the TOA 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.
3. The TO Contractor will ensure that all personnel assigned to the TOA with SRA are cross-trained in essential activities and skills as necessary to ensure continuity of work performed on the TOA. 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.

2.9 TO CONTRACTOR PERFORMANCE EVALUATION AND MITIGATION

Should there be performance issues related to any TO Contractor personnel, the TO Manager shall give written notice to the TO Contractor describing the problem and delineating remediation requirements. The TO Contractor shall respond with a written remediation plan within 5 business days, and shall implement the plan immediately upon written acceptance by the TO Manager. If performance issues persist, SRA shall give notice to terminate the individual.

2.10 CONTRACTOR MINIMUM QUALIFICATIONS

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses software development skills and experience, in all relevant phases of the SDLC, using the technologies described in Section 2.5 above

The proposal should provide detail on how the Master Contractor meets all minimum qualifications. It is strongly preferable that the TO Contractor have corporate experience working with public defined benefit pension systems in addition to requisite technical skills, and this industry-specific experience will be given additional weight in considering and comparing the TO Contractors' proposals.

2.11 RETAINAGE

Not applicable for work performed under this Scope of Work.

2.12 INVOICING

Payment will only be made upon receipt of an invoice and supporting documentation, monthly following the end of any given month.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS II Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval.

2.12.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A. A proper invoice shall identify the Maryland State Retirement Agency as the TO Requesting Agency, deliverable description (if relevant), associated TOA 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 email the invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form Attachment 9, for each deliverable being invoiced) submitted for payment to the Agency to the following email address:

Thomas Montanye at tmontanye@sra.state.md.us

Copies of invoices and supporting documentation must also be sent by electronic mail to the following:

Calvin Kiser at ckiser@sra.state.md.us

Ira Greenstein at igreenstein@sra.state.md.us

Cathie L. Nash at cnash@sra.state.md.us

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

2.13 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS II Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to the Agency at the same time the invoice is emailed. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be emailed directly from the subcontractor to the email addresses listed in Section 2.11.1(B) above. The Agency 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 and copies of invoices paid to the MBE directly to the email addresses listed in Section 2.11.1(B) above.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS II TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The 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. A TO Proposal shall contain the following sections in order:

3.2.1 TECHNICAL PROPOSAL

A. Proposed Services

- 1) Executive Summary: A high level overview of the Master Contractor's understanding of the background, purpose, and objectives of the TORFP. The Executive Summary shall summarize the Master Contractor's capabilities and experience – including both technical areas and direct experience of the Master Contractor and proposed personnel supporting public sector defined benefit plan administration organizations – and summarize the Master Contractor's methodologies and solutions related to the objectives of this TORFP.
- 2) Proposed Solution: A detailed narrative of the Master Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 2 - Scope of Work. This section should include the approach to managing on-site resources and maintaining currency of assigned personnel in relevant technical areas, approaches to staff retention, and any tasks required by the Master Contractor to be performed by State or third party personnel.
- 3) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks.
- 4) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal. Master Contractors should avoid assumptions that counter or constitute exceptions to TORFP terms and conditions.
- 5) Proposed Tools: A description of any tools, for example hardware and/or software applications that will be used to facilitate the work.

B. Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should feature prominently the proposed personnel's skills and experience as they relate to the Master Contractor's proposed solution and Section 2 – Scope of Work.

NOTE: In addition, for each proposed individual, the proposal must identify whether that individual is currently employed by the Master Contractor or any proposed subcontractor, and if not, details of any prior contracts on which the proposed individual has worked on projects with the Master Contractor or proposed subcontractors.

- 2) Certification that all proposed personnel meet the minimum required qualifications in accordance to Section 2.8.
- 3) Provide the names and titles of the Master Contractor's management staff who will supervise the personnel and quality of services rendered under this TOA.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

MBE Participation

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

Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.

Master Contractor and Subcontractor Experience and Capabilities

- 2) Provide up to three examples of projects or contracts the Master Contractor has completed that were similar to Section 2 - Scope of Work. Each example must include contact information for the client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
- 3) 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 entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) Name of organization.
 - b) Point of contact name, title, and telephone number
 - c) Services provided as they relate to Section 2 - Scope of Work.
 - d) Start and end dates for each example project or contract. If the Master Contractor is no longer providing the services, explain why not.
 - e) Dollar value of the contract.
 - f) Whether the contract was terminated before the original expiration date.
 - g) Whether any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section B2 above as project or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

Proposed Facility

All work on this contract is anticipated to be performed on-site at MSRA, 120 E. Baltimore Street, Baltimore, Maryland 21202.

State Assistance

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

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 FINANCIAL RESPONSE

- A. A description of any assumptions on which the Master Contractor's Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the price proposal);

B. Attachment 1 - Completed Financial Proposal with all rates fully loaded.

SECTION 4 – TASK ORDER AWARD PROCESS

4.1 OVERVIEW

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 TOA award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

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

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. Business skills encompass both those specific to the industry (public defined benefit plan administration) and communications skills such as interviewing, preparing documentation, and presentation skills.

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.

Further, the credentials and experience of employees of the Master Contractor or proposed subcontractors, or those with whom either party has substantively worked before, will be given greater weight than proposed personnel who have not substantively worked with either party in the past.

2. Experience of the Master Contractor with public defined benefit plan administration related clients and the Master Contractor’s approaches to maintaining technical currency of staff and to staff retention. The quality of the Master Contractor’s proposal and, if applicable, oral presentation will be considered one indicator of the Master Contractor’s ability to provide documentation and presentation services required by the Scope of Work.
3. Experience of proposed subcontractor personnel with public defined benefit plan administration related clients.
4. General Experience of the Master Contractor.
5. General Experience of proposed subcontractors.

4.3 SELECTION PROCEDURES

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum personnel qualifications in Section 2.8 and quality of responses to Section 3.2.1 of the TORFP. TO Proposals deemed technically qualified will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

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

The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, both (1) technical merit and credentials and (2) industry experience will be given greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TOA

Commencement of work in response to a TOA shall be initiated only upon issuance of a fully executed TOA, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIALS) FOR CATS II TORFP # G20B2400001

LABOR CATEGORIES

Descriptive titles of each position within the labor category being proposed have been listed. There is a table below for each of the three (3) years within the Period of Performance for this procurement. In addition, following the aforementioned tables, there is a table in which to compute the dollar (only) total for ALL years combined.

For each of the three (3) years in the Period of Performance, enter the proposed rate for the respective year in Column A for each position. 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 position 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 position for all years, enter the totals in the last table respectively for each labor category, and then add the total amounts for each position 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 (July 2011 – June 2012) Positions	A	B	C
	Hourly Labor Rate	*Estimated Hours for Position	Total Proposed CATS II TORFP Price
Senior Computer Programmer #1	\$	2,080	\$
Senior Computer Programmer #2	\$	2,080	\$
Senior Computer Programmer #3	\$	2,080	\$
Year (1) Evaluated Price			\$

Year 2 (July 2012 – June 2013) Positions	A	B	C
	Hourly Labor Rate	*Estimated Hours for Position	Total Proposed CATS II TORFP Price
Senior Computer Programmer #1	\$	2,080	\$
Senior Computer Programmer #2	\$	2,080	\$
Senior Computer Programmer #3	\$	2,080	\$
Year (2) Evaluated Price			\$

Year 3 (July 2013 – May 2014) Positions	A	B	C
	Hourly Labor Rate	*Estimated Hours for Position	Total Proposed CATS II TORFP Price
Senior Computer Programmer #1	\$	1,906	\$
Senior Computer Programmer #2	\$	1,906	\$
Senior Computer Programmer #3	\$	1,906	\$
Year (3) Evaluated Price			\$

TOTAL, ALL YEARS Positions		B	C
		*Estimated Hours for Position	Total Proposed CATS II TORFP Price
Senior Computer Programmer #1		6,066	\$
Senior Computer Programmer #2		6,066	\$
Senior Computer Programmer #3		6,066	\$
Total Evaluated Price			\$

* Represents the maximum total position 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 position.

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 # G20B240001

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 TOA 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. G20B2400001, 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 TOA 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 TOA 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 TOA 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 TOA award. If the TOA 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 G20B2400001	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

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

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

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

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # G20B2400001, 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.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

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

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

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

Provided that _____ is awarded the TOA in

(Prime TO Contractor Name)

conjunction with TORFP No. G20B2400001, 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 # G20B240001 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
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**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following email addresses:

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 email addresses:

THOMAS MONTANYE ,TO MANAGER Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 tmontanye@sra.state.md.us	CATHIE L. NASH TO 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 # G20B2400001 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:

THOMAS MONTANYE ,TO MANAGER Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 tmontanye@sra.state.md.us	CATHIE L. NASH TO PROCUREMENT OFFICER Maryland State Retirement Agency 120 E. Baltimore Street Baltimore, MD 21202 cnash@sra.state.md.us
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Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS II TORFP# G20B2400001 OF MASTER CONTRACT # 060B9800035

This Task Order Agreement (“TOA”) is made this day of Month, 2011 by and between Task Order Contractor (TO 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 TOA, the following words have the meanings indicated:
 - a. “Agency” means the Maryland State Retirement Agency, as identified in the CATS II TORFP # G20B2400001.
 - b. “CATS II TORFP” means the Task Order Request for Proposals # G20B2400001, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS II Master Contract between the Maryland Department of Information Technology and TO Contractor dated MONTH DAY, YEAR.
 - d. “TO Procurement Officer” means Cathie I. Nash. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TOA” means this signed Task Order Agreement between Maryland State Retirement Agency and TO Contractor.
 - f. “TO Contractor” means the CATS II Master Contractor awarded this TOA, whose principal business address is _____.
 - g. “TO Manager” means Thomas Montanye of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS II TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS II TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TOA incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or super-cede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TOA, 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 TOA, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TOA, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TOA and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TOA,
 - 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 TOA. 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 TOA, 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 TOA price shall be made and the TOA 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 TOA. 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 TOA 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 TOA is for a period of _____, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

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

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

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

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

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND STATE RETIREMENT AGENCY

By: Cathie L. Nash, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 060B9800035.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS 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. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

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

ATTACHMENT 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 2.10 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS II RFP from Section 2.10 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS II RFP from Section 2.10 for the applicable labor category.)	

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

Contractor's Contract Administrator:

Signature Date

Proposed Individual:

Signature Date

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

ATTACHMENT 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	\$22(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 I97 N to I-695 W Baltimore Beltway (Exit 17 A)
- Merge onto I295 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 I70 toward Baltimore
- Merge onto I695 S/Baltimore Beltway via Exit 91 A toward I-95 S Glen Burnie
- Take I95 N via Exit 11 A toward Baltimore
- Take I395 N via Exit 53 toward downtown
- Follow signs to I395 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 Street

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. SRA 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 SRA.**

Please send an email with the number of attendees to the procurement office (procurement@sra.state.md.us) by 2:00 PM on July 15, 2011. 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 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS II Task Order Agreement # G20B2400001

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. Thomas Montanye of the Maryland State Retirement Agency will serve as the TO Manager and your contact person on this Task Order. He can be reached at telephone 410-625-5665

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

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: System Development Staffing Support

TOA Number: # G20B2400001

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: Thomas Montanye

TO Manager Signature	Date Signed

Name of TO Contractor’s Project Manager: _____

TO Contractor’s Project Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 2.6 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland State Retirement Agency
TORFP Title: Systems Development Staffing Support
TO Manager: Thomas Montanye 410-625-5665

To:

The following deliverable, as required by TOA # G20B2400001, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.6 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 2011, 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 #G20B2400001 for Systems Development Staffing Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the 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, 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, 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 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2011, 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 “TOA”) for Systems Development Staffing Support TORFP No. G20B2400001 dated _____, (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 TOA, 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 TOA, 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 TOA, 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 TOA.
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 TOA. 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 TOA 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 TOA.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TOA between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary

damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Maryland State Retirement Agency

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

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

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

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

D) Is the change management procedure being followed?

Yes No (If no, explain why) _____

ATTACHMENT 13 – LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. G20B2400001

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature & Date: _____

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

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