

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

**SYSTEMS DEVELOPMENT AND BUSINESS ANALYST SUPPORT
SERVICES**

CATS+ TORFP # G20B7400009



Maryland State Retirement Agency (Agency)

Issue Date: December 1, 2017

KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 3 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 4).

| | |
|---------------------------------|--|
| Solicitation Title: | Systems Development and Business Analyst Support Services |
| Solicitation Number (TORFP #): | G20B7400009 |
| Functional Area: | CATS+ FA5 – Software Engineering |
| Issue Date: | 12/ 01/ 2017 |
| Questions Due Date and Time: | 01/ 02/ 2018 at 02:00 PM Local Time |
| Closing Date and Time: | 01/ 16/ 2018 at 02:00 PM Local Time |
| TO Requesting Agency: | Maryland State Retirement Agency (Agency) |
| Send Proposals to: | Ms. Margie J. Gordon, CPPB procurement@sra.state.md.us |
| Send Questions to (e-mail only) | procurement@sra.state.md.us |
| TO Procurement Officer: | Ms. Margie J. Gordon, CPPB Office Phone Number: 410-625-5656 Office Fax Number: 410-468-1703 |
| TO Manager: | Mr. Thomas Montanye Office Phone Number: 410-625-5665 Office Fax Number: 410-468-1711 e-mail address: tmontanye@sra.state.md.us |
| Task Order Type: | Time and materials and fixed price |
| Period of Performance: | Five (5) Years Beginning February 1, 2018, with no extensions |
| MBE Goal: | 30 % (Refer to TORFP Section 1.12) |
| VSBE Goal: | 0% |
| Small Business Reserve (SBR): | No |
| Federal Funding | No |
| Primary Place of Performance: | Maryland State Retirement Agency SunTrust Building 120 East Baltimore Street Baltimore, MD 21202 |
| TO Pre-proposal Conference: | Maryland State Retirement Agency SunTrust Building 120 East Baltimore Street, 16 th Floor Baltimore, MD 21202 12/ 21/ 2017 at 02:00 PM Local Time See Attachment 6 for directions. |

TABLE OF CONTENTS

| | |
|--|-----------|
| KEY INFORMATION SUMMARY SHEET | 2 |
| TABLE OF CONTENTS | 3 |
| SECTION 1 - ADMINISTRATIVE INFORMATION | 6 |
| 1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT | 6 |
| 1.2 ROLES AND RESPONSIBILITIES | 6 |
| 1.3 TO AGREEMENT..... | 7 |
| 1.4 TO PROPOSAL SUBMISSIONS | 7 |
| 1.5 ORAL PRESENTATIONS/INTERVIEWS | 7 |
| 1.6 QUESTIONS | 7 |
| 1.7 TO PRE-PROPOSAL CONFERENCE | 7 |
| 1.8 CONFLICT OF INTEREST | 8 |
| 1.9 LIMITATION OF LIABILITY | 8 |
| 1.10 CHANGE ORDERS | 8 |
| 1.11 TRAVEL REIMBURSEMENT..... | 8 |
| 1.12 MINORITY BUSINESS ENTERPRISE (MBE)..... | 8 |
| 1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)..... | 9 |
| 1.14 NON-DISCLOSURE AGREEMENT | 9 |
| 1.15 LIVING WAGE..... | 10 |
| 1.16 IRANIAN NON-INVESTMENT | 10 |
| 1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES | 10 |
| 1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY..... | 10 |
| 1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS | 10 |
| 1.20 DEFINITIONS | 10 |
| SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS..... | 14 |
| 2.1 MINIMUM QUALIFICATIONS | 14 |
| 2.2 TO CONTRACTOR AND PERSONNEL EXPERIENCE..... | 14 |
| SECTION 3 - SCOPE OF WORK..... | 19 |
| 3.1 PURPOSE..... | 19 |
| 3.2 REQUESTING AGENCY BACKGROUND..... | 20 |
| 3.3 PROJECT BACKGROUND | 21 |
| 3.4 PROFESSIONAL DEVELOPMENT..... | 31 |
| 3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES..... | 31 |
| 3.6 REQUIREMENTS | 32 |
| 3.7 PERFORMANCE AND PERSONNEL | 36 |
| 3.8 DELIVERABLES..... | 39 |
| 3.9 WORK ORDER PROCESS..... | 40 |
| 3.10 INVOICING | 42 |
| 3.11 RETAINAGE | 44 |
| 3.12 SOC 2 TYPE II AUDIT | 44 |
| 3.13 SECURITY REQUIREMENTS | 44 |
| 3.14 RIGHT TO AUDIT..... | 46 |
| 3.15 INCIDENT RESPONSE..... | 47 |

SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS 48

4.1 REQUIRED RESPONSE48

4.2 SUBMISSION48

4.3 SUMMARY OF ATTACHMENTS49

4.4 PROPOSAL FORMAT49

SECTION 5 - TASK ORDER AWARD PROCESS..... 53

5.1 OVERVIEW53

5.2 TO PROPOSAL EVALUATION CRITERIA.....53

5.3 SELECTION PROCEDURES54

5.4 DOCUMENTS REQUIRED UPON NOTICE OF RECOMMENDATION FOR TASK ORDER AWARD...54

ATTACHMENT 1 PRICE SHEET 57

**ATTACHMENT 2 –TORFP STATE RETIREMENT AGENCY TEAM RESOURCES -
ACKNOWLEDGEMENT OF WORK ORDER MBE REQUIREMENTS 60**

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS..... 61

ATTACHMENT 2 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE
PARTICIPATION SCHEDULE62

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE
PARTICIPATION SCHEDULE65

PART 3 - MBE PARTICIPATION SCHEDULE.....67

ATTACHMENT 2 -1B WAIVER GUIDANCE.....70

ATTACHMENT 2 -1C MBE ATTACHMENT GOOD FAITH EFFORTS DOCUMENTATION TO
SUPPORT WAIVER REQUEST77

ATTACHMENT 2 -2 MBE ATTACHMENT OUTREACH EFFORTS COMPLIANCE STATEMENT
.....81

ATTACHMENT 2 -3A MBE ATTACHMENT MBE SUBCONTRACTOR PROJECT
PARTICIPATION CERTIFICATION82

ATTACHMENT 2 -3B MBE ATTACHMENT.....84

ATTACHMENT 2 -4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....85

ATTACHMENT 2 *SAMPLE* MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT86

ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT.....87

ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT.....88

ATTACHMENT 3 TASK ORDER AGREEMENT..... 89

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 92

**ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(INSTRUCTIONS) 93**

ATTACHMENT 5 5A – Key PERSONNAL MINIMUM QUALIFICATIONS SUMMARY95

ATTACHMENT 5 5B – KEY PERSONNEL RESUME FORM96

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS..... 98

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)..... 100

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM..... 101

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)..... 102
ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 103
ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST 106
ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT 108
ATTACHMENT 13 MERCURY AFFIDAVIT 109
**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND 110**
ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN..... 111
ATTACHMENT 16 SAMPLE WORK ORDER..... 112
ATTACHMENT 16 -1 SAMPLE WORK ORDER RESUME FORM 113
ATTACHMENT 16 -2 SAMPLE WORK ORDER PRICE PROPOSAL 115
ATTACHMENT 16 -3 SAMPLE WORK ORDER AGREEMENT 116
ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT 119

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager may designate one or more persons to act as his representative in connection with the foregoing activities.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the TO over the course of the TO period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on TO performance. Key personnel proposed as part of the TO Proposal shall start upon initial Work Order issuance, immediately following or in conjunction with, TO Award unless specified otherwise in this TORFP. Additional Key Personnel may be identified after TO award.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, it is anticipated that two (2) Master Contractors will be selected to conduct the work defined in Section 3 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractors, which will bind the selected Master Contractors (TO Contractors) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 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 an e-mail TORFP submission is determined by the date and time of arrival of all required files in the TO Procurement Officer's e-mail inbox. In the case of a paper TO Proposal submission, Offerors shall take such steps necessary to ensure the delivery of the paper submission by the date and time specified in the Key Information Summary Sheet and as further described in Section 4.

Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the TO Procurement Officer after the due date will not be considered.

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Significant representations made by an Offeror during the oral presentation shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding, if the TORFP is awarded to the Offeror. The TO Procurement Officer will notify Offeror of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Offerors will be distributed to all Offerors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Offerors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation

and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

Offerors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Offeror's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

- A. If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change.
- B. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

A minimum overall MBE subcontractor participation goal of 30% has been established for the aggregate of all Work Order Agreements awarded pursuant to this TORFP. The State shall assess the potential for an MBE subcontractor participation goal for each Work Order issued and shall set a goal, if appropriate.

Each Master Contractor that responds to this TORFP shall complete, sign, and submit, without edits, Attachment 2-TORFP Acknowledgement of Work Order MBE Requirements at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 4 TO Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will**

result in the State's rejection of the Master Contractor's TO Proposal.

Master Contractors responding to a Work Order shall complete, sign, without edits, and submit all required MBE documentation – Work Order Attachments 2-1A (MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule) at the time of Work Order Proposal submission. **Failure to do so will result in the State's rejection of the Master Contractor's proposal to the Work Order**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

1.12.1 MBE PARTICIPATION REPORTS

The Agency will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and, if applicable, MBE Prime Contractor Report (Attachment 2-4B) to the Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Manager.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP does not have a VSBE goal.

1.14 NON-DISCLOSURE AGREEMENT**1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)**

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor and TO Contractor Personnel who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 10.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 12 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 15 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 DEFINITIONS

| | |
|-----------------------------|---|
| Acceptable Use Policy (AUP) | A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet |
| Access | An ability or means to read, write, modify, or communicate data/information or otherwise use any information system resource |
| Business Day | Monday through Friday (excluding State holidays) |
| Data Breach | The unauthorized acquisition, use, modification or disclosure of Sensitive Data |
| Handle | (As relates to data) Collect, store, transmit, have access to data |

| | |
|---|---|
| Information System | A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information |
| Information Technology (IT) | All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services |
| Local Time | Time in the Eastern Time zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such |
| Maryland State Retirement Agency (“the Agency”) | The unit of the Maryland State government issuing the TORFP |
| Normal State Business Hours | Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays |
| Notice to Proceed (NTP) | A written notice from the TO Procurement Officer that work on the Task Order, project or Work Order shall begin on a specified date. Additional NTPs may be issued by either the TO Procurement Officer or the TO Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date. |
| NTP Date | The date specified in an NTP for work on the Task Order, project or Work Order to begin |
| Offeror | A Master Contractor that submits a proposal in response to this TORFP |
| Personally Identifiable Information (PII) | Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, bank account, financial, identities of relatives or beneficiaries, and employment information |
| Protected Health Information (PHI) | Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. |
| Security Incident | A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, |

| | |
|-------------------------------|--|
| | or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur. |
| Security or Security Measures | The technology, policy and procedures that a) protect and b) control access to networks, systems, and data |
| Sensitive Data | Means PII; PHI; information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Gov’t § 10-1301(c). This also includes Agency-confidential information, such as, but not limited to: procurement information, passwords controlling electronic access to Agency resources, combinations to locks, access cards / devices controlling access to Agency premises, Agency investment strategies, employee personnel records, Agency bank account numbers, employee and vendor performance records, and sensitive information related to legal actions. The Agency shall determine what information falls within the definition of Sensitive Data. |
| Service Level Agreement (SLA) | Measurable levels governing TO Contractor performance and establishing associated liquidated damages for failure to meet those performance standards |
| SLA Activation Date | The date on which SLA charges commence under this Task Order, which may include, but not be limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work. |
| State | The State of Maryland |
| Subcontractor | An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the TO Contractor |
| Task Order (TO) | The scope of work described in this TORFP |
| Task Order Agreement | The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3 |

| | |
|--|--|
| TO Proposal | As appropriate, either or both an Offeror's Technical or Financial Proposal to this TORFP |
| TO Request for Proposals (TORFP) | This Task Order Request for Proposal, including any amendments / addenda thereto |
| Technical Safeguards | The technology and the policy and procedures for its use that protect Sensitive Data and control access to it |
| Total Evaluated Price | The Offeror's total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals |
| Veteran-owned Small Business Enterprise (VSBE) | A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13 and http://www.vetbiz.gov . |
| Work Order | A subset of work authorized by the TO Monitor performed under the general scope of this TORFP, which is defined in advance of fulfillment, and which may not require a change order. Except as otherwise provided, any reference to the TO shall be deemed to include reference to a Work Order. |
| Working Day(s) | Same as "Business Day" |

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 2 - COMPANY AND PERSONNEL QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

2.1.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Only Master Contractor qualifications may be used to demonstrate meeting company minimum qualifications. The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- 1) At least two (2) years of demonstrated experience providing application systems development, operations, and maintenance support services to public-sector defined benefit / pension industry clients.
- 2) Experience with application functions similar to those performed by the Agency, in particular but not exclusively those included in the MPAS system listed in Sections 3.3.2 below.

2.1.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying proposed Key Personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

The Offeror shall propose exactly three (3) Key Personnel, including two (2) Senior Computer Programmers and one (1) Senior Internet/Intranet Site Developer; where such Key Personnel are as described in **Section 2.2A thru F**. Each Key Personnel proposed under this TORFP must meet all qualifications for their proposed position description in Section 2.2, as well as the minimum skills and qualifications for the proposed labor category in section 2.10 of the CATS + Master Contract. Resumes and references shall be submitted in the format consistent with the **Attachment 5B**, Key Personnel Resume Form and shall clearly outline starting dates and ending dates for each applicable experience or skill.

All other planned positions, defined in Section 2.2 A thru F, shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

2.2 TO CONTRACTOR AND PERSONNEL EXPERIENCE

The following experience will be evaluated as part of the technical proposal.

It is strongly desired that the TO Contractor have more than two (2) years' 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. By having this experience, the TO Contractor can assist in orienting new personnel to the Agency's operating environment and to the functions served by the application software which those personnel will maintain.

Personnel experience includes both business and technical knowledge in areas directly related to the services that personnel will provide. It is strongly desired that the TO Contractor's collective team personnel possess a balance of both business and technical experience. Specific strongly desired experience for personnel are:

A. For Senior Computer Programmers:

- A minimum of two (2) years' experience using current Microsoft development tools and platforms, including Visual Studio, ASP.NET, C#.NET, VB.NET, and MS SQL Server on Windows Server and IIS.
- Experience using HTML5, CSS3, JavaScript/ jQuery, and MVC programming model
- Proficiency with Entity Framework and LINQ
- Proficiency with MS Team Foundation Server
- Experience maintaining and optimizing MS SQL Server databases
- Proficiency with Microsoft Office software products such as
 - MS-EXCEL software which will be used to facilitate compilation, review, and reconciliation for testing pension application modifications, and some MPAS jobs produce EXCEL output files facilitating business end user processes;
 - MS-WORD word-processing software which will be used for documentation;
 - MS-ACCESS database system;
 - MS-PROJECT for routine project management and reporting functions; and
 - MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency
- Familiarity with BizTalk
- Knowledge of rules engines in general, with BizTalk Rules Engine (BRE) preferred, and of systems design that separates business rules from the executing software code
- Service-Oriented Architecture (SOA) design concepts
- Familiarity with Vinzant's Global Event Control Server (GECS), used to assemble and submit batch job streams.

In addition, it is strongly desired that proposed Senior Computer Programmer personnel have a minimum of two (2) years of experience working with public defined benefit pension systems in addition to requisite technical skills. This industry-specific experience will be given additional weight in considering and comparing the Master Contractors' proposals.

B. For Senior Internet/Intranet Site Developers:

- A minimum of two (2) years' experience using current Microsoft development tools and platforms, including Visual Studio, ASP.NET, C#.NET, VB.NET, and MS SQL Server on Windows Server and IIS.
- Experience architecting and programming secure web applications (HTTPS authenticated) using current Microsoft and industry best practices
- Experience using HTML5, CSS3, JavaScript/ jQuery, and MVC programming model
- Proficiency with Entity Framework and LINQ
- Proficiency with MS Team Foundation Server
- Experience maintaining and optimizing MS SQL Server databases
- Proficiency with Microsoft Office software products such as

- MS-EXCEL software which will be used to facilitate compilation, review, and reconciliation for testing pension application modifications, and some MPAS jobs produce EXCEL output files facilitating business end user processes;
- MS-WORD word-processing software which will be used for documentation;
- MS-ACCESS database system;
- MS-PROJECT for routine project management and reporting functions; and
- MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.

C. For Senior Computer Systems Analysts:

- A minimum of two (2) years' experience performing business analysis, requirements analysis, and testing services on information systems that support the core pension administration functions of a public-sector defined benefit program, as described in Section 3 of this TORFP.
- Proficiency with Microsoft Office software products such as
 - MS-EXCEL software which will be used to facilitate compilation, review, and reconciliation for testing pension application modifications, and some MPAS jobs produce EXCEL output files facilitating business end user processes;
 - MS-WORD word-processing software which will be used for documentation;
 - MS-ACCESS database system;
 - MS-PROJECT for routine project management and reporting functions; and
 - MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.
- Experience interviewing and documenting technology-related requirements from non-technical business unit staff.
- Experience structuring and delivering training, demonstrations, and other presentations to non-technical business unit staff.
- Experience writing documentation on applications and business processes associated with implementation of new or revised application systems.

D. For Senior Database Administrators:

- A minimum of four (4) years' experience using current Microsoft development tools and platforms, including Visual Studio, ASP.NET, C#.NET, VB.NET, and MS SQL Server on Windows Server and IIS.
- Experience using HTML5, CSS3, JavaScript/ jQuery, and MVC programming model
- Proficiency with Entity Framework and LINQ
- Proficiency with MS Team Foundation Server
- Proficiency with:
 - T-SQL language
 - Creating and optimizing Views, Stored Procedures, Functions, and Triggers
 - Designing and creating normalized relational database structures
 - Microsoft SQL Server Management Studio
 - SQL Server Data Tools in MS Visual Studio
 - Scheduling and monitoring database maintenance plans and server resources

- Installing and configuring SQL Server, including Reporting Services and Integration Services components
- Needs assessments considering scalability and performance
- Performance tuning and troubleshooting.
- Familiarity or experience with:
 - Data Quality tools (Enterprise) for data cleanup and analysis
 - 3rd party database tools such as Red-Gate or Idera
 - Creating and registering CLR assemblies
 - Common Table Expressions
 - Table-valued Functions.
- Proficiency with Microsoft Office software products such as:
 - MS-EXCEL software which will be used to facilitate compilation, review, and reconciliation for testing pension application modifications, and some MPAS jobs produce EXCEL output files facilitating business end user processes;
 - MS-WORD word-processing software which will be used for documentation;
 - MS-ACCESS database system;
 - MS-PROJECT for routine project management and reporting functions; and
 - MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.

E. For Senior Data Architects:

- A minimum of four (4) years' experience using current Microsoft development tools and platforms, including Visual Studio, ASP.NET, C#.NET, VB.NET, and MS SQL Server on Windows Server and IIS.
- Experience using HTML5, CSS3, JavaScript/ jQuery, and MVC programming model
- Proficiency with Entity Framework and LINQ
- Proficiency with MS Team Foundation Server
- Proficiency with:
 - T-SQL language
 - Creating and optimizing Views, Stored Procedures, Functions, and Triggers
 - Designing and creating normalized relational database structures
 - Microsoft SQL Server Management Studio
 - SQL Server Data Tools in MS Visual Studio
 - Data transformation and integration to and from disparate data sources
 - Understanding complex data relationships between internal operational uses, external display/operational uses and data analytics
 - Evaluation of new data requirements and designing data relationships between multiple databases and application usage for storage and processing
 - Cleaning, warehousing/archiving of data that is no longer active in a transactional sense
 - Archive recovery
 - Direct the work of others to maintain the organization's vision and quality standards (data governance)
 - Needs assessments considering scalability and performance

- Performance tuning and troubleshooting.
- Familiarity or experience with:
 - Data modeling tools
 - Data migration tools
 - Data Quality tools (Enterprise) for data cleanup and analysis
 - 3rd party database tools such as Red-Gate or Idera
 - Creating and registering CLR assemblies
 - Common Table Expressions
 - Table-valued Functions.
- Proficiency with Microsoft Office software products such as:
 - MS-EXCEL software which will be used to facilitate compilation, review, and reconciliation for testing pension application modifications, and some MPAS jobs produce EXCEL output files facilitating business end user processes;
 - MS-WORD word-processing software which will be used for documentation;
 - MS-ACCESS database system;
 - MS-PROJECT for routine project management and reporting functions; and
 - MS-OUTLOOK/EXCHANGE for routine email communication inside/outside the Agency.

F. For Technical Supervisor:

In addition to qualifications to serve as one or more of the five (5) personnel categories listed directly above, it is strongly desired that an individual who qualifies to be a Technical Supervisor also have the following credentials:

- A minimum of two (2) years' experience serving in a leadership capacity in a systems development, systems operations, or application maintenance environment, where other technical personnel were directly managed by the individual and the individual was responsible for task performance of the collective team.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 3 - SCOPE OF WORK

3.1 PURPOSE

The Maryland State Retirement Agency (Agency) is issuing this CATS+ TORFP to Master Contractors with experience in Systems Development and Business Analyst Support Services, described in further detail within this Scope of Work Section 3. This scope encompasses the full application suite at the Agency, described in detail below, and all phases of the Systems Development Life Cycle (SDLC) from initial concept and planning through daily operations.

The Agency's intent is to award this Task Order to exactly two (2) CATS+ Master Contractors that propose resources and a Staffing Plan that can best respond to work orders issued to fulfill: (1) the need to provide adequate numbers of personnel with appropriate industry experience, given the few number of public pension plan administrators within the State for whom systems development support services could be contracted; and (2) the requirement to periodically and expeditiously expand the numbers of required personnel, given the Agency's plans during the proposed contract duration, described below, to address the broad range of assignments to be issued through Work Orders under this TORFP.

This procurement represents the replacement of two current contract vehicles. For reasons described below, looking in to the near-future, differences in the respective scopes of work under the two current contract vehicles are diminishing. In addition, the number of technical resources to be sought by the Agency in the future will increase. By making multiple TO awards the Agency seeks to ensure that sufficient technical and analytical resources are available when needed as planned technology changes progress between fiscal years 2018 and (planned) 2022.

The Agency's existing small baseline systems development staff of programmer resources supplements the limited number of Agency systems development personnel. This complement supports ongoing operation and minor maintenance of applications, absent major changes. That stated, during the prospective TO period of performance, the Agency plans to implement significant changes in business operations involving modifications and enhancements to associated pension administration and financial applications, in addition to acquisition and/or integration of commercial off-the-shelf (COTS) applications into business workflows. These modifications and implementations will occur in parallel with daily Agency operations.

As a result of these planned activities, the Agency anticipates issuing initial Work Orders to the two (2) Selected TO Awardees resulting in the award of three (3) key personnel followed by future WO awards that may result in up to twenty-five (25) concurrent full-time TO Contractor technical staff members potentially required to meet the needs of both ongoing operations and maintenance, and modification and improvements. TO Contractor personnel shall work side-by-side with other systems development professionals, and with Agency staff from across the Agency's Information Systems, Business Operations, Administration, and Finance divisions, under Agency Systems Development Unit management, in executing this Scope of Work.

As part of proposal evaluations for this TORFP, Offeror shall propose three (3) Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Agency. All other planned positions shall be described generally in the Staffing Plan, will be requested through a Work Order process (See Section 3.9), and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Agency expects the proposed Key Personnel, to be available as of the start date specified in the Notice To Proceed (NTP).

The Agency intends to award this Task Order to two (2) Master Contractors that propose a team of resources and a Staffing Plan that can best satisfy the TO requirements.

3.2 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 defined benefit 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), 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 close to 200 employees based at its offices in Baltimore, Maryland with a small remote office in Annapolis. The value of the assets of the System is approximately \$45.4 billion as of June 30, 2016, making it one of the larger public retirement funds in the country.

There are approximately 130,000 payments issued monthly to retirees and beneficiaries, and approximately 390,000 active and former 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 PGU's 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 Maryland State Retirement and Pension System participate in one of the following systems, each of which includes a Plan Summary 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 12 separate retirement and pension systems, within which there are over 50 subordinate rulesets, and each ruleset has a unique set of provisions that impact enrollment, eligibility, and the calculation of benefits. Within the pension systems listed immediately above, there are also up to 4 "tiers" that each applies to different member groups during different time periods. For example, within the Employees' Pension System, there were periods during which there was a non-contributory plan, then a contributory plan, then an alternate contributory plan, and most recently a "reformed" contributory plan. These tiers are also described in the CAFR.

In addition, these retirement programs permit transfers between the programs to support the membership and the citizens of the State. In a recent benchmarking study, the Agency's inventory of pension programs was determined to be of above-average complexity within the public retirement industry.

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

3.3 PROJECT BACKGROUND

There are numerous internal management requests for improvements to existing application systems. In addition, application changes are regularly necessitated by legislative or regulatory actions at the State and Federal levels, or by directives or requests from the MSRPS Board of Trustees. The majority of these routine maintenance changes are modest in scope, although periodically routine changes are complicated and lengthy; the Agency anticipates that the typical assignment under this TO Agreement shall require 1 to 6 person-months' effort per assignment. In addition to modest changes, periodically, routine changes of more significant scope are undertaken, such as implementing updated Option and Annuity Factors approved by the Board of Trustees. The proposed TO contract will encompass all such routine changes.

The Agency's existing principal applications inventory consists of the following, many of which are described in more detail in the subsections that follow:

- The Maryland Pension Administration Systems (MPAS) is a comprehensive and complex system that supports one of the two primary missions of this Agency, that is, benefits administration; as such, MPAS is a critical component of The Agency's ability to serve a large and diverse constituency.
- A custom-developed imaging system ("Folder Inquiry") is used for member services related and other documents; as such, Folder Inquiry is a significant component of Member Services' and other operating units' operations.

- Several commercial-off-the-shelf (COTS) software products are in use at the Agency, e.g., Traverse fund accounting software required to support Agency financial operation in general and the various funds managed by the Agency.
- Secure file exchange (“Employer Payroll Data Reporting” or EPDR) with PGUs, which is being enhanced to provide editing capabilities, all eventually within a secure employer web site. This includes both uploads of payroll information from employers, revenue control transmittals, and reporting back to employers of Agency activity.
- The Deferred Retirement Option Program (DROP), managing a considerable volume of activity supporting State Police and Law Enforcement Officers plans.
- The Deceased Benefits tracking application and database.
- A customized program to compute “buy-backs” of service credits installed on numerous Administration Division workstations and supported by the Systems Development Unit.
- Disability Case Tracking
- The Agency’s public web site, www.sra.state.md.us.
- 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.
 - Systems Development project tracking and operations
 - Procurement Tracking
 - Help Desk operations support
 - 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.

Agency applications are mostly .NET programs (Visual Studio / Team Foundation Server using VB.NET, C#, ASP.NET and SQL Server, periodically upgraded to current product releases), with a few Microsoft Access applications. Documentation exists for applications in use at the Agency; MPAS documentation is maintained in Perforce, and other documentation is maintained in Visual Studio / Team Foundation Server and in SharePoint. The Agency has a style book and standards for its application systems, which shall be used by the TO Contractor, as appropriate, for 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. The proposed TO Agreements are targeted at Microsoft server-based applications operating in a Windows server, SQL Server, SharePoint, and Internet / intranet server environment conforming to the Agency’s adopted Services Oriented Architecture and .NET programming standards. The Agency is completing its migration of software using the IBM / ILOG business rules product to Microsoft’s BizTalk Rules Engine, currently used only in MPAS.

Most of the hardware at the Agency is from Dell and HP and the Agency’s current storage area network (SAN) is from EMC. Off-site storage is provided for some back-ups. In addition, the Agency has configured, installed, and maintains secondary disaster recovery related equipment in Annapolis,

with remote access for Agency personnel, that includes MPAS and other application functionality along with current back-ups of program files and data, along with voice technology and Microsoft Exchange.

In the past, pension administration operations and maintenance (both MPAS and its predecessor Legacy Pension System, or LPS) were separated from other applications systems development and maintenance. This separation was sustained for two reasons: (1) before 2010, pension administration was supported by completely separate technology and run on the State's mainframe platform; and (2) because of its crucial role supporting Agency operations, there was a desire to maintain focus on pension administration applications and avoid diversion of resources to other pressing applications support. However, prospective Agency plans will integrate / interface MPAS and other applications, and since 2010, programming languages and platforms are more uniform across the applications inventory. Therefore, the Agency has joined all systems development under a single management umbrella, in both the technical and business operations, and recognizes that "borders" among its application are also deliberately going to dissipate over the period of performance encompassed by this TORFP.

3.3.1 MPAS STRATEGY BACKGROUND

MPAS was conceived in 2005 as a three-phase strategy that would move the Agency from a primarily paper-driven operation with disconnected supporting technology, to a contemporary and efficient operation benefitting from online real-time transaction processing and more optimal levels of automation, using technology to connect the Agency internally and with its members and employers. The strategy was incremental, devised and designed to maximize success and lessen risk inherent in the endeavor.

The intent of the initial phase of MPAS development (labelled "MPAS-1" and completed in 2010) was to minimize impact on the business user while providing a modern platform from which future programming changes could be effected. To the business user, MPAS was engineered to appear and operate nearly-identically to LPS. The linear code of LPS was replaced in MPAS-1 with contemporary programs, objects, and tables developed using Microsoft Visual Studio / .NET tools, and with rules that were extracted from program code to facilitate software maintenance and modification. Outputs (print and electronic) and inputs and screens are nearly identical to those of LPS. Job names and streams are also identical to LPS. Each individual MPAS job accomplishes the same functional ends as its corresponding LPS predecessor.

This approach resulted in a new MPAS deliberately designed and programmed as a batch system on Windows server platforms in contemporary software code and strategies, but designed with flexibility to eventually change the coding surrounding the core database objects, rules, and tables to become more of a real-time, online interactive system performing the same basic functions as LPS.

A data cleansing initiative was the second of the three phases (originally labelled "MPAS-2" and completed in June 2017), directed by the Agency's business units. This 3-year business initiative succeeded at identifying service credit anomalies in approximately 40 years of MPAS data, and in either fixing or flagging them, and in automating the calculation of active members' average final compensation. Thus, two major components of retirement benefits calculations are positioned to be used in a more completely automated manner to provide members the capability to perform more accurate estimation of benefits calculations in anticipation of their respective retirements. This visibility for members into their personal records, and the ability to estimate benefits, is a significant primary goal of the Agency and its Board of Trustees.

With completion of data cleansing, the Agency is prepared to begin the third phase of the overall MPAS strategy. This third phase (labelled “MPAS-3”) entails significant business process change effecting the majority of Agency personnel, beginning in fiscal year 2018 and extending for an expected 4-5 years. The Agency submitted a Major Information Technology Development Project (MITDP) to the State’s Department of Information Technology (DoIT), which in turn reports the plan to the General Assembly. Its formal title is “Business Process Re-engineering and Supporting Technology” and it consists of the following:

1. Modifying many existing batch MPAS transactions to online real-time update:
 - a. For internal staff
 - b. For members, adding web based online application pages for members to view personal service credit and salary information over the Internet and incorporating existing secure document reprint functions (the secure member Internet portal), and incorporating a commercial authentication service to establish and manage member identity and to secure the login process
 - c. For employers, consolidating and enhancing existing Internet-based transactions with the Agency to be more real-time processing (the secure employer Internet portal).
2. Re-engineering business processes in the Retirement Administration and Finance divisions, related to pension administrative activities.
3. Acquiring and implementing supporting technologies, such as workflow management, member relationship management, and document management products, and integrating new technologies with existing (currently stand-alone) Agency voice and data technologies.

The first point above was anticipated during MPAS development in 2006-2010, when MPAS was architected with temporary “flat” files (e.g., for active and retired member records) consisting of extracts from the basic relational databases along with batch jobs and output, in order to appear the same to business users as LPS. Therefore, individual transactions to be converted to online real-time mode will start with existing objects and databases, reuse existing system logic and components, create SQL screen output to supplement existing print output, and “end-around” temporary flat-files to instead allow direct access to/from the underlying MPAS databases. In addition, edit and validation routines from existing batch jobs will be incorporated into the new programs.

Implicit in this strategy is that certain MPAS functions will remain batch-processed. For example, monthly retiree payment processing will continue to be accomplished, mostly overnight and on weekends, in batch mode. Other MPAS transactions will also remain in batch-processed, paper-driven mode. This computer operations component, similar to typical mainframe batch job processing, represents one remaining point of difference between MPAS and other Agency applications. Accordingly, unlike other Agency applications, MPAS will require document batching and key entry (currently using DMAC Unibase software, and partly accomplished under a different contracting vehicle), file management (currently using Microsoft BizTalk), batch job streaming and execution (currently using Vinzant’s Global ECS product), and print output. Systems Development programmer support for MPAS operations is, therefore, one of the prospective Work Order assignments that will be issued under this TORFP.

3.3.2 DETAILED DESCRIPTION OF MPAS

MPAS processing includes the following major functions (not an exhaustive list):

- Establish new employer participation, initiating employer locations, approved retirement plans, etc.
- Employer (State and Participating Government Units) and member data management functions, along with member contributions
 - Managing member and demographic data
 - Enrolling members
 - Managing members' beneficiary data
 - Processing payroll data
 - Processing service purchases
 - Processing various adjustment transactions
- Member-related functions. For example: complicated calculations of service and interest credit that vary among the individual plans and programs, and numerous combinations of adjustment transactions supporting program transfers for participants that have changed employers throughout their careers, and data corrections.
- Refunds for members choosing to leave the programs
 - Withdrawing individuals
 - Processing pre-retirement death benefits
 - Processing other lump sum refunds
 - Canceling and re-issuing refunds
- Retiree functions for those choosing to remain through to retirement
 - Estimating retirement benefit allowances
 - Retiring a member
 - Managing annuitant data
 - Managing retiree beneficiary data
 - Revising retirement benefit allowances
 - Processing survivorship elections
 - Benefit recoveries and offsets
 - Benefit deductions and income tax withholding
- Retirement benefit calculations and payments, which must be accurate and processed on schedule
 - Monthly annuitant payments
 - Lump sum death benefit payments
- Calendar year-end functions
 - Tax reporting requirements
 - Earnings limitation requirements
 - Employer billing data
 - Calendar year-end reporting
- Fiscal year-end functions
 - Award service and interest
 - Actuary data files production
 - Employer appropriation data
 - Personal Statement of Benefits production
 - Cost of living adjustments (COLA), which calculations differ depending on system and plan
 - Fiscal year-end reporting
 - Combining and purging of data records

- Other activities that occur at various scheduled points during the year
 - Tracking disability claims
 - Indexing microfilm or imaged output
 - Deceased member matches
 - Trustee elections
 - Utility functions
 - Interactive Voice Response (IVR) system interface
 - Deferred Retirement Option Program (DROP) interface
 - Miscellaneous reports and database queries.

MPAS incorporates file exchange with (partial list) the State Treasurer's Office for payments, the Comptroller of Maryland for State employee payroll reporting, the Internal Revenue Service for annual 1099R file submissions (original and corrected), various external parties for processing deductions from retiree payments, employee associations for mailing lists, the State Department of Budget and Management for health-related deductions and queries (through remote desktop access), and employers for payroll file submission and processing / reporting (EPDR).

While there are a number of online screens that are used by Agency staff to perform real-time database query and updates, MPAS is predominantly a custom-developed complex of approximately 175 individual jobs that take "flat" files as input (either keyed in data or submissions from external sources) and structure them into batch transactions to update SQL Server relational databases. Some MPAS batch jobs are computational in nature; others only perform extracts and reporting. For purposes of clarification, a job might create no computational transactions – such as one that produces a letter to members, an IRS 1099R filing, or a Personal Statement of Benefits – or, alternatively, a job might generate up to 60 transaction types and impact 100,000 records. Similarly, some individual MPAS batch jobs are actually composites of numerous individual jobs, while other batch jobs perform singular, simpler functions. These jobs are strung into job streams that are largely executed according to an established pattern and schedule. There are approximately 700 distinct outputs from MPAS, which are varied and range from files, letters, and address labels to print/electronic reports.

MPAS batch operations currently include, and will continue to include the following kinds of activities unique to MPAS at the Agency:

1. **Routine Job Processing**

This involves scheduling, submitting, and monitoring the execution of approximately twelve hundred (1,200) job streams per year, most initiated before the close of the normal work day. This is "time is of the essence" processing and prompt corrective action shall be taken if a job "abends". At times, this will involve work effort outside of the normal work day (typically 8:00 AM until 4:30 PM). In addition, support requires frequent client interface time to perform the following services: problem analysis, explain system processing logic, perform error correction processes, and train new client users.

2. **Customer Service (DP) Request Task Execution**

Agency administrators, typically through the Agency's Business Operations Office, generate Agency Customer Service Requests (internally called "DP Requests"). A DP Request is used to initiate system modifications and to ensure pension system compliance with applicable laws and regulations, policy, special reporting, health care plan reporting, tax withholding, and other one-time and ongoing requirements. DP Requests may also address specific internal and external customer requirements such as changes to meet new reporting and /or changes to

interfaces with external parties and agencies. In addition, Technical Service Requests may be initiated to adapt the applications to comply with changes within the computing environments (i.e., network changes, processor changes, operating system changes, procedural changes, etc.).

The TO Contractor shall complete and implement approximately 150-200 formal DP Requests per year. It is anticipated that a number of less formal, short duration changes or requests will also be required. The exact number of DP Requests cannot be predicted. The number of requests is dependent on changes in legislation made throughout the fiscal year, in-house client activities, external payroll client activities, and other factors.

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

3. **Ad Hoc Technical Support**

The TO Contractor shall complete unanticipated or unscheduled smaller tasks requiring a minimal level of effort (typically 8 hours or less). This includes unscheduled technical tasks such as media conversion or minor data extracts. The level of effort on each task is considered small enough to not warrant a DP Request and/or formal project planning and control. The TO Contractor is required to track and report all ad hoc support tasks on the Monthly Status Report.

4. **Team/Project Management**

The TO Contractor shall perform project and team management as required by the TO Contract Manager. This shall include planning and directing MPAS maintenance and development efforts, serving as a liaison to the Agency management, coordinating activities of teams (contract personnel and Agency staff as required), routine informal (oral/written) reporting of progress and issues, and formal delivery of Contractor Progress Reports monthly or as requested in the designated format.

5. **Project Work Planning**

As appropriate, the TO Contractor shall perform all phases of project work planning and control. This includes detailing the approach, estimating resources and timelines, gaining approvals, reporting progress, acting on schedule/staffing issues, providing information and documentation, coordinating activities of others, etc.

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

- Nightly: Routine monitoring for problems in routine daily batch processing
- Monthly: Month-end routine processing
- Quarterly: Quarter-end routine processing
- Annually:
 - Update service credit and interest contributions workbook
 - Produce pro-forma Personal Statement of Benefits
 - Complete periodic updates to the Internal Revenue Service, State of Maryland, and local tax rate and withholdings schedule tables

- Add and delete health care plans and update annual rates
- Complete annual (year-end) processing.

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

MPAS-related input and output files are interchanged with PGUs, financial institutions, labor organizations, underwriters, actuaries, auditors, the Internal Revenue Service, and others. In addition, there remain a number of situations in which MPAS produces files to be used by the State's IBM mainframe applications and to serve as input to systems at the participating government units and vendors (e.g., insurers, credit union, actuaries, other service providers, etc.). Over twenty-five key external interfaces (e.g., the States remittance system, health benefits systems, etc.) and reports that integrate with, or emanate from, MPAS will be supported by the TO Contractor pursuant to this TORFP. Therefore, the MPAS system is a key component of the Agency's external relationships in addition to its support for internal Agency business functions.

Approximate MPAS dimensions are:

- Number of programs: 250
- Number of components: 1,400
- Lines of code (est.) 2,400,000

The actual numbers of programs that are most likely to be changed in the course of regular software maintenance are comparatively few. Based on experience, the most likely batch-oriented programs / jobs to be modified include, but are not limited to:

| Job | Description |
|----------|---|
| PRCJ198R | Payroll/Adjustments Validation |
| PRCJ320W | Payroll/Adjustments Processing |
| PRNJ150W | Retirement Transactions Validation |
| PRNJ031W | Benefit Calculation (retirement estimates and finals) |
| PRNJ070W | Retirement Transactions Update |
| PRNJ081M | Check Register Processing |
| PRRJ015M | Refund Processing |
| PRNJ285A | Tax Calculations |
| PRCJ265A | Interest Workbook Processing |
| PRCJ655A | PSB Processing |

While the Business Process Re-engineering and Supporting Technology project will permit Internet-based and internal real-time update to MPAS, the Agency plans to continue to permit paper-based transactions for the foreseeable future. Addition of supplemental transactions and technology infrastructure will be encapsulated into individual Work Orders issued under the task order contract that results from this TORFP.

The Agency intends to assign / issue Work Orders to one of the two TO Contractors according to the Work Order process described in Section 3.9 of this TORFP. In making assignments, the Agency will work with TO Contractors, as much as practical, to sequence the assignments to provide for consistent staffing by personnel already working on Agency applications, to facilitate continuity in individual contractor personnel's service.

Looking ahead to the upcoming MPAS-3 project and to other known initiatives, Section 3.6.1 lists a number of potential Work Orders addressing MPAS and other system development and business analyst services.

3.3.3 DETAILED DESCRIPTION OF MPAS-RELATED AND OTHER TECHNOLOGY

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

- Microsoft .NET development standards
 - Visual Studio 2015 using VB.NET, ASP.NET, and C#.NET
 - Microsoft servers (primarily Windows 2012 Server r2)
 - Microsoft SQL Server 2014
- Tables
- Microsoft Team Foundation Server and Perforce for version control, code repository, and some workflow
- Stored procedures
- Reporting services
- SQL Server Import and Export (SSIS) packages
- Microsoft BizTalk Rules Engine (BRE) replacing IBM's ILOG product for business rules management
- Microsoft SharePoint for registering changes
- Rules and business objects
- Web service
 - Common web service
 - Common report component
 - Common ILOG web service
 - Microsoft BizTalk
 - Vinzant Software's Global Event Control Server (GECS) job scheduler and controller
 - Job web service
 - Perforce for managing MPAS software and documentation version control.

While the above-listed components are currently in place, the Agency reserves the right over time to integrate the MPAS with alternative technologies and strategies or to maintain existing components at then-current release levels. The Agency will expect the selected TO Contractor(s) to support and actively participate in these actions, as part of the requirement to maintain the MPAS application.

3.3.4 FOLDER INQUIRY

Folder Inquiry is a basic-functionality document management application that combines a commercial off-the-shelf (COTS) scanning product (currently QuickScan Pro) with custom-developed software to image-capture, index, verify/release, store, and retrieve documents. The application was first developed by an outside contractor and inherited by the Agency in 2000. The original application as inherited periodically became unstable, and numerous "fixes" were incorporated into the application by internal staff over several years, to the point where Folder Inquiry is now stable. At the current time, only documents in .TIFF format can be accommodated and the application manages

approximately 5 terabytes of document storage. The Agency is currently researching a replacement for QuickScan Pro, vendor support for which ends in 2017. The expectation is that this application may be replaced as part of the business process re-engineering and integration efforts, or that perhaps technical / conversion constraints may result in the Agency acquiring a new commercial application that may capture documents on a go-forward basis.

3.3.5 CREATE-A-CHECK

Create-A-Check handles “manual” payments made by the Agency, that is, those not processed through MPAS or by the State government on the Agency’s behalf, along with re-issuance of cancelled payments. It is a Windows-based COTS application that is maintained by its vendor. At this time, this application is entirely stand-alone, in relation to Traverse and to the Agency’s application to support the DROP for State Police and Law Enforcement Officers programs (see description below).

3.3.6 EMPLOYER PAYROLL DATA REPORTING

EPDR is a custom-developed utility (developed in-house with contractor assistance) used by over 150 PGUs to securely upload employee payroll data to the Agency, on or shortly based on each employer’s pay schedules. Some editing and validation routines are incorporated in the application, to ensure that current and future data being reported to the Agency do not compromise the Agency’s data cleansing work. Employers are able to use prior files as starting points for current files to upload, to simplify employer reporting processes, or to create and submit data anew. The application is written to conform to .NET architecture. In addition to payroll data for every employee, deductions and employer retirement contributions are reported to the Agency through EPDR, including adjustments, that are subsequently reconciled (manually at this time, with plans to automate this function) with bank deposits / transfers in. Currently, the Agency is enhancing EPDR using both internal and contractor resources, to incorporate upload of employer payroll schedules (current a largely manual process) and to further incorporate financial reconciliation functions. The revised Agency workflows must incorporate this function, and it is anticipated that EPDR functions will become part of future-state employer portal functionality.

3.3.7 DEFERRED RETIREMENT OPTION PROGRAM

DROP – a module that begins with a data extract from MPAS – is a .NET application developed in-house with contractor assistance, to automate accounting, reporting, and calculation of interest and payments to plan participants (in State Police and Law Enforcement programs). DROP enrollees are retired from MSRPS plans but continue to serve the State for several years after retirement. While an automated file from MPAS is entered into DROP, DROP currently is a self-contained application and payments to DROP participants are currently handled through manual check (Create-A-Check), with records updated manually into MPAS. Interest is earned at a pre-determined rate and statements are produced and sent to enrollees. It is expected that DROP will be incorporated into the revised Agency workflows and that DROP may be integrated with other Agency applications (in particular, MPAS) in that process.

3.3.8 TRAVERSE FUND ACCOUNTING

Traverse consists of a commercial off-the-shelf (COTS) package, modified by the vendor to support Agency financial operations. It maintains records for the various funds that comprise the MSRPS, and maintenance of the application is handled by the vendor. The Agency’s Information Systems staff operate the Windows networking / SQL Server platforms on which Traverse runs and install any

updates provided by the vendor per instructions. At this time, Traverse is a largely a stand-alone application as it is currently used by the Agency, although Traverse is reportedly (the Agency has not tried this to date) capable of accepting input from other applications or file upload. It is expected that the current stand-alone nature of Traverse will change as business processes are re-engineered, specifically regarding interfaces with MPAS and the Agency's manual check processing application, Create-A-Check, to support automated journalizing of member and annuitant activity to Agency financial statements.

3.3.9 SHAREPOINT AND THE SRA CAFÉ

The Agency's intranet site (branded the "SRA Café") is a SharePoint-based resource for internal use by Agency staff, created in-house by Agency staff. It supports Administration (handbooks, request escalation, call tracking, disability tracking, and documents), employee and supervisor handbooks, Information Systems functions, Office Services product requests, motor vehicle pool, procurement tracking, common forms, and several other functions. It also contains links to a variety of resources (FAX machine listings, staff directories, State employee directories, time reporting, news and other current postings, upcoming events, etc.). It is expected that some of the features of the SRA Café will become part of the revised Agency workflows, perhaps even as the launching page for Agency online real-time transaction processing, and the disposition of Café features is open for discussion as part of the business process re-engineering.

3.3.10 AGENCY VOICE TECHNOLOGY

The Agency's voice technology is IP-based, from/through ShoreTel, encompassing the telephone switch, automated call distributor (ACD), voice messaging, interactive voice response (IVR, from a third-party ShoreTel business partner), and Call Center wallboard display (through a third-party ShoreTel business partner). Many features of this equipment are being used by the Agency's Call Center to assist in managing daily operations. This technology was acquired with the intention of eventually integrating it into a more comprehensive Agency business technology operation; however, other than some data downloaded from MPAS to the IVR for secure caller playback, voice technology today is largely stand-alone. Modest changes to IVR scripts and trees are completed in-house; the vendor is engaged for any significant changes.

3.4 PROFESSIONAL DEVELOPMENT

Any TO Personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

3.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply and remain abreast of with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and 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 security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

A. The State of Maryland System Development Life Cycle (SDLC) methodology

- B. The State of Maryland Information Technology Security Policy and Standards
- C. The State of Maryland Information Technology Non-Visual Access Standards
- D. The TO Contractor shall follow project management methodologies consistent with the Project Management Institute's Project Management Body of Knowledge Guide.
- E. TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- F. The State's Information Technology Project Oversight Policies for any work performed under this TORFP for one or more Major IT Development Projects (MITDPs)

3.6 REQUIREMENTS

In that no single assignment under this Scope of Work is expected to encompass the entire systems development life cycle, deliverables will vary widely and are not pre-determined.

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

- A. TO Contractor personnel shall analyze Agency business requirements and program logic;
- B. TO Contractor personnel shall participate with Agency personnel in analyzing Agency business operations and designing solutions to improve Agency operations and technology integration;
- C. TO Contractor personnel shall identify and document the optimal time, resource, and cost effective means to implement changes to processing logic;
- D. TO Contractor personnel shall clearly communicate suggested system modifications to the Agency client and technical personnel, gain user acceptance of modifications in advance of coding, execution, and testing;
- E. TO Contractor personnel shall create new software code / objects to meet the requirements of a given assignment;
- F. TO Contractor personnel shall develop and execute stringent unit and regression testing plans;
- G. TO Contractor personnel shall assist Agency personnel as needed to set up MPAS processing prior to execution, monitor MPAS Production batch processing, communicate to Agency personnel immediately in the event that a job stream fails to execute, address issues that arise either during the batch processing cycle or the following business day at the direction of Agency personnel, and effect any "fixes" as required to ensure the proper execution of MPAS operations;
- H. TO Contractor personnel 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 shall be in a narrative format which can be easily interpreted by the Agency personnel;
- I. TO Contractor personnel shall work with Agency business analysts to identify, flag, and / or rectify data anomalies to improve data integrity on an ongoing basis
- J. TO Contractor personnel shall advise Agency managers when consideration should be given to upgrading, updating, or replacing software or hardware / platform products in use at the Agency, based on knowledge of the technology marketplace and the needs of the Agency, and TO Contractor personnel shall assist as needed in performing upgrades, updates, or replacements;
- K. TO Contractor personnel shall update, or create documentation to the extent that there is no existing documentation, including (not exclusively) design documents, program descriptions, report descriptions, and operational procedures; and
- L. TO Contractor personnel shall participate in, or lead, technology training of Agency business and technical staff, as needed.

- M. All TO Contractor personnel assigned to perform under Work Orders issued subsequent to the awarded TO Agreement shall work continuously for the duration of the assigned Work Orders, as long as performance is satisfactory to the TO Manager. The Agency will work with the TO Contractor to make Work Order assignments contiguous, so individual personnel are fully utilized during the period of performance, so long as Work Order assignments are active and the individual TO Contractor personnel possesses the requisite skills to perform assigned work.
- N. Some Work Order assignments may require the respective skills sets of multiple Labor Categories. Additionally, some assignments may not be conducive to multiple technical personnel working in tandem, that is, the work assignment may ideally be performed by a single individual. In such an instance, with the advance written consent of the TO Manager, the TO Contractor may be permitted to invoice an individual's time for a given Work Order using the higher of the two rates in force for the different Labor Categories.

3.6.1 POTENTIAL WORK ORDERS

This listing of potential Work Orders to be prospectively issued under the TO Agreement is provided as examples only, not as a complete list, and do not represent a commitment on the Agency's part to issue any specific Work Order to any specific TO Contractor. The actual scope of any given Work Order will be determined on an ongoing basis during the TO period of performance.

- A. MPAS Operations Support – Daily, weekly, monthly, and annual routine support for batch processing of MPAS, including assistance as needed in:
 - a. Setting up job streams
 - b. Monitoring of job completion (mostly after normal work hours and on weekends)
 - c. Communication and coordination with Agency business personnel should any job or stream be disrupted
 - d. Restoration of files and processing as needed
 - e. Corrections as required to allow processing to move forward
 - f. Modifying input forms, and
 - g. Modifying output management.
- B. Modifications to permit current batch-only MPAS record maintenance transactions to become online, real-time transactions that will, in turn, be used by Agency personnel internally, and by members and employers over the Internet; care must be taken to ensure that existing validations and actions are consistent and shared (to the extent possible) between batch and real-time transactions.
- C. Modifications to permit current batch-only MPAS benefits estimate calculations to become online, real-time transactions that will, in turn, be used by Agency personnel internally, and by members over the Internet.
 - a. Develop screens to display current Agency member records of service credit and salary data, including average final compensation calculations
 - b. Create a “drill-down” feature to enable a member to click on a displayed value and view the supporting detail

- c. Allow input of target retirement dates, with extrapolation or override of service and salary information
 - d. Incorporate options beyond the Basic (maximum) option, such as for residual payment levels for beneficiaries after the member's death
 - e. Capture and allow print-out of estimates and input parameters, possibly storing results to enable side-by-side what-if comparisons of results using different input parameters (e.g., if the member retired in July of X year versus December).
- D. Development of an internal (possibly through the SRA Café) portal from which to launch real-time update transactions for Agency staff, based on requirements established by the Agency:
- a. Development of "launching pages"
 - b. Incorporation of converted online real-time transactions within the hierarchy
 - c. Connection to secure messaging to permit transfer of results to members.
- E. Design and development of a secure member Internet portal from which to transact business with the Agency, based on requirements established by the Agency.
- a. Development of "launching pages"
 - b. Incorporation of a commercial identity / authentication service into the process flow, including provision of Agency record detail to validate initial identity
 - c. Collection / change of additional information not currently on file (e.g., e-mail address and current telephone number)
 - d. Structuring of separate groupings of transactions and queries for active members and retirees, potentially "de-commissioning" certain transactions from batch processing options
 - e. Incorporation of real-time transactions, previously developed for the internal staff portal (e.g., service purchase requests, change withholdings and deductions, change of address, change of beneficiary, and change of deposit account)
 - f. Incorporation of secure document reprint functions of the existing public web site
 - g. Incorporation of bi-directional secure messaging, alerts, and appointment scheduling features.
- F. Development of interfaces among Agency applications, such as MPAS/DROP, MPAS/Traverse, Traverse/bank, and Traverse/Create-A-Check.
- G. Design and implement improvements to existing Agency applications, and participate with the scoping and development of new applications (e.g., Deceased Benefits Tracking, Service Buy-back Calculator, SRA Café and subordinate features, public web site maintenance, etc.).
- H. Implementation of a commercial document management application, and conversion of current documents and indexes to the new package.
- I. Design and development of a secure employer Internet portal from which to transact business with the Agency, based on requirements established by the Agency.
- a. Development of "launching pages"

- b. Incorporation of a commercial identity / authentication service into the process flow
 - c. Incorporation of existing authorized users, and existing transactions and functions from EPDR
 - d. Improved automation of enrollment and application routines
 - e. Reporting of Sick Leave and processing of final Sick Leave Re-certifications
 - f. Incorporation of bi-directional secure messaging and alerts.
- J. Implementation support for a commercial member relationship-management application.
- a. Conversion of existing contact records, if possible
 - b. Integration with Agency IP-based voice technology
 - c. Integration with the document management application.

3.6.2 TRANSITION-IN REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.3 TRANSITION-OUT REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.4 TO CONTRACTOR RESPONSIBILITIES

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.5 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.6 FUNCTIONAL / BUSINESS REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.7 TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.8 NON-FUNCTIONAL, NON-TECHNICAL REQUIREMENTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.9 SERVICE LEVEL AGREEMENT (SLA)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.10 BACKUP / DISASTER RECOVERY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP. .

3.6.11 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.6.12 REPORTS

The TO Contractor shall submit the following reports in the form required and at the frequency specified below as part of satisfactory performance under the TO.

The TO Contractor, upon request, shall provide a weekly or monthly report of all open (in progress as well as not started), closed, and canceled Work Order assignments. The TO Contractor shall provide reports verbally or in writing, as requested. The TO Contractor shall provide a copy of these reports in an Agency standard software product such as Microsoft Word, Microsoft Excel, Microsoft Project, or another software package designated by the Agency.

3.7 PERFORMANCE AND PERSONNEL

3.7.1 WORK HOURS

The TO Contractor's collective assigned personnel shall support core Agency business hours (8:00 AM to 4:30 PM), Monday through Friday except for State holidays observed by the Agency. TO Contractor Personnel may also be required to provide support outside of core business hours, including evenings, overnight, and weekends, to support Production operations, specific efforts, and emergencies, and to perform system repair or restoration.

- A. State-Mandated Service Reduction Days: TO Contractor Personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days, while working on-site. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- B. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor Personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- C. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied. When periods of leave are anticipated to extend beyond two weeks' duration, a minimum of two months' advance notice to the TO Manager is required (and preferably six months' advance notice.), and such requests for extended leave will be evaluated against expected Agency business cycles, e.g., calendar or fiscal year-ends, prior to approval or denial.

3.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor,

describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.

- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Section 3.7.2B.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

3.7.3 SUBSTITUTION OF PERSONNEL

3.7.3.1 PRIOR TO AND 30 DAYS AFTER TASK ORDER EXECUTION

Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

An **Extraordinary Personnel Event** – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

3.7.3.2 SUBSTITUTION POST 30 DAYS AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.
- D) Substitution of Key Personnel post 30 days after Task Order execution may result in cancellation of any Work Order to which that Key Personnel is assigned, or re-issue of that Work Order (see Section 3.9), at the sole discretion of the Agency.

3.7.4 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work for any person assigned to work under the terms of this TO Agreement, TO Contractor shall be required to conduct a background check and provide certification to the Agency, pursuant to the terms of Attachment 17 (Criminal Background Check Affidavit) of this TORFP, that this background check has not discovered any adverse background conditions of a financial or criminal nature. In addition, TO Contractor shall be required to immediately report to the Agency any such adverse condition discovered by the TO Contractor during the contract term. The Agency reserves the right to disqualify any TO Contractor employees or subcontractors should the Agency become aware of TO Contractor Personnel conduct, involvements, and/or associations that the Agency determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. The Agency reserves the right to perform additional background checks on TO Contractor Personnel.
- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while on secured premises.
- C) TO Contractor Personnel shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor Personnel shall follow the State of Maryland IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization for non-United States citizens, prior to commencement of TO Contractor Personnel work under the Task Order.

- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland determines that said TO Contractor Personnel has not adhered to the security requirements specified herein.
- G) The cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

3.7.5 WORK SPACE, WORKSTATIONS, NETWORK CONNECTIVITY AND SOFTWARE

The Agency will provide all necessary office space, network connectivity and required workstation hardware/software necessary to complete the requirements of this Task Order.

3.8 DELIVERABLES

The TO Contractor shall subject each deliverable, required for any assigned Work Order, to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) In each section of the deliverable, include only information relevant to that section of the deliverable.
- E) Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F) Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable, if requested by the TO Manager may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

3.8.1 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

Deliverable descriptions and acceptance criteria shall 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 format and content of any additional deliverables required during the course of this TO will be determined and described by the TO Manager or delegate 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.

| ID # | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
|---------|--|---|---|
| 3.8.1.1 | Weekly, Bi-Weekly or Monthly Report as requested | An MS-WORD document, verbal presentation, or entry into an automated tracking tool (e.g., in Microsoft SharePoint or Team Foundation Server) that shall document the following: <ul style="list-style-type: none"> - Work completed for the period. - Issues encountered for the period and recommendations to resolve. | As requested |
| 3.8.1.2 | Application Code | Developers must give a copy of their code to the TO Manager or put the code into the code repository in accordance with Agency standards. | Per Work Order as per business requirements |
| 3.8.1.3 | Release Notes | An MS-WORD document or entry into an automated tracking tool (e.g., in Microsoft SharePoint or Team Foundation Server) that shall document: <ul style="list-style-type: none"> • Any patches that were applied to Production application. • Steps for performing patches. | Per Work Order as per business requirements. Receipt is required for any proposed changes to Production software. |
| 3.8.1.4 | Other deliverables | ...as may be defined in a given Work Order | Per Work Order (if applicable) |

3.9 WORK ORDER PROCESS

- A) Services / resources will be provided via a Work Order process. A Work Order may be issued for either fixed price or time and materials (T&M) pricing or both. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in Attachment 1.
- B) The TO Manager will e-mail a Work Order Request (See Attachment 16) to the two (2) TO Contractors to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
- 1) Technical requirements and description of the service or resources needed;

- 2) Performance objectives and/or deliverables, as applicable;
 - 3) Due date and time for submitting a response to the request; and
 - 4) Required place(s) where work must be performed.
- C) the TO Contractor shall e-mail a response to each WO request to the TO Manager within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) For any fixed price Work Order, an estimated price to complete the Work Order Request using the format provided in Attachment 16;
 - 3) A description of proposed resources required to perform the requested tasks, with CATS+ labor categories listed in accordance with Attachment 1;
 - 4) A Work Order Resume Form in the format of Attachment 16-1 for each proposed resource.
 - 5) A Work Order Price Proposal Form shall be submitted for each proposed resource in accordance with the sample provided as Attachment 16-2.
 - 6) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 7) TO Contractor expectations regarding State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 8) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) The TO Manager will review the responses and will confirm the proposed labor rates are consistent with this TORFP for T&M Work Orders and that the proposed prices are acceptable for a Fixed Price Work Orders..
- E) The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State. To the extent that clarifications or changes to a Work Order result from such contact, all such clarifications or changes will be promptly shared with the second TO Contractor to whom the Work Order was sent.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Manager. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category from the CATS+ Labor Categories proposed in the TO Proposal. The TO Manager will have the option to interview the proposed personnel and, in the event of an interview or not, will notify the TO Contractor of acceptance or denial of the personnel.
- G) Finally, the TO Manager will determine which TO Contractor shall receive the (T&M/FP) Work Order, based on all factors in the TO Contractor's response (items C through F above). Selection will be made based on which TO Contractor proposal is most advantageous to the Agency. (An additional consideration when determining which response is most advantageous on fixed price Work Orders is that technical factors will be given greater weight than cost.) Pursuant to that determination, the TO Manager will authorize work to proceed on that specific Work Order. Generally, criteria used to make the determination will be, in order of importance:

- 1) Availability of resources with appropriate knowledge and experience to complete the work assignment
 - a) Of the general technologies involved
 - b) Of the business functions involved
 - c) Of the specific business applications involved

Availability would be influenced by the Agency's desired timetable for accomplishing the substance of the WO, or when the resource's schedule became open for a new assignment – or both.

- 2) Prior experience on similar types of WOs (e.g., maintenance transaction conversions, calculations using a business rules engine, operations support, construction of secure online portals / applications, etc.)
- 3) Prior experience with specific IT solutions, including WOs to implement and/or integrate commercial off-the-shelf (COTS) or cloud-based (as-a-service) technology solutions

Where multiple resources are needed to complete a given WO assignment, in particular (but not exclusively) both programmers and business analyst resources together, the skills and experience of the combined team of individuals proposed by TO Contractors based on the proposed mix of resources (e.g., more or less experienced individuals with different hourly rates assigned to each), the anticipated total cost of the WO to complete based on Agency estimates of required skills and time to complete the WO.

- 4) Overall strategic benefit to the Agency

For any given Work Order, the above-listed general criteria may be changed to reflect the Agency's needs related to the Work Order scope of work.

- H) Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

3.10 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

3.10.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "Maryland State Retirement Agency" as the recipient, date of invoice, TO Agreement number, Work Order number on which TO Contractor personnel worked during the period, invoiced item description, invoiced item number (e.g. "2.7.4.1") if applicable, period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment that involve specific deliverables as outlined in the Deliverables section (Section 3.8) of the TORFP or outlined in a Work Order issued under this Task Order, shall be accompanied by signed notice(s) of acceptance found on line at:

<<http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>>.

Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.

- C) To be considered a proper T&M invoice (for Task Order requirements and for T&M Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed Deliverable Product Acceptance Form (DPAF, Attachment 8) for each deliverable being invoiced and/or a signed timesheet as described in 3.10.3. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.
- D) The TO Contractor shall mail or e-mail the original of each invoice and signed notice(s) of acceptance to the TO Manager.
- E) 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.10.2 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A) The amount invoiced is inconsistent with the Task Order Agreement.
- B) The proper invoice has not been received by the party or office specified in the Task Order Agreement.
- C) The invoice or performance under the contract is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order Agreement
- D) The item or services have not been accepted.
- E) The quantity of items delivered is less than the quantity ordered.
- F) The items or services do not meet the quality requirements of the Task Order
- G) If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement
- H) If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- I) The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the Task Order Agreement and compliance with its provisions.

3.10.3 TIME SHEET SUBMISSION AND ACCEPTANCE

Timesheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice. At a minimum, each timesheet shall show:

- Employee / resource name
- Period ending date
- Work Order on which work was performed during the Period
- Number of hours worked each day

- Total number of hours worked that Period
- Signature and date lines for the TO Manager.

3.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.12 SOC 2 TYPE II AUDIT

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.13 SECURITY REQUIREMENTS

Note to Offerors: If you follow a more stringent standard(s) than those specified in this TORFP, map the standard you follow to NIST to show how you comply with those requirements.

3.13.1 Additional security requirements may be established in a Task Order and/or a Work Order.

3.13.2 Information Technology

3.13.2.1 The TO Contractor agrees that it and TO Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.13.3 The State shall, at its discretion, have the right to review and assess the TO Contractor's compliance to the security requirements and standards defined in the TO Agreement.

3.13.4 TO Contractor Personnel

3.13.4.1 TO Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.

3.13.4.2 At all times at any facility, the TO Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.13.4.3 TO Contractor shall remove any TO Contractor Personnel from working on the TO Agreement where the State determines, at its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.

3.13.4.4 The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the TO Agreement.

3.13.5 Security Clearance / Criminal Background Check

A security clearance is not needed, but a Criminal Background Check IAW section 3.7.4 (Premises and Operational Security) is required for TO Contractor Personnel assigned to the

TO Agreement. These background checks and any associated costs are the responsibility of the TO Contractor.

3.13.6 On-site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

3.13.7 Data Protection and Controls

TO Contractor shall ensure satisfaction of the following requirements:

3.13.7.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.13.7.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.

3.13.7.2 To ensure appropriate data protection safeguards are in place, at a minimum, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):

1. Work with the Agency (1) to establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and (2) to ensure that production data are not replicated in test and/or training environment(s) unless the confidentiality of Sensitive Data elements is assured.
2. Ensure that State data are not comingled with any other data through the proper application of compartmentalization security measures.
3. Work with the Agency to apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration.
4. Work with the Agency to enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.
5. Work with the Agency to ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
6. Work with the Agency to restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
7. Work with the Agency to enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy

(<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.

8. Ensure Sensitive Data under this service are not processed, transferred, or stored outside of the United States.
9. Ensure that copies of any Agency-supplied information are not produced, except as required for back-up or redundancy, and ensure that any required copies are destroyed or returned to the Agency when it is no longer necessary for the TO Contractor to fulfill its obligations. In no event shall any copied data survive the end of a contract and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
10. Ensure TO Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect TO Contractor-owned equipment to a State LAN/WAN.
11. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.

3.14 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the TO Contractor's and/or Subcontractors' performance under the TO Agreement resulting from this TORFP. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the TO Contractor's compliance with the agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the TO Contractor and/or Subcontractors shall provide the State reasonable access to their records during normal business hours to verify conformance to the terms of the TO Agreement. The Agency shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Agency's election. The Agency shall have the right to copy, at its own expense, any record related to the services performed pursuant to this agreement.
- C. TO Contractor and/or Subcontractors shall cooperate with the Agency or the Agency's designated auditor and shall provide the necessary assistance for the Agency or the Agency's designated auditor to conduct the audit.

The right to audit shall include subcontractors in which goods or services are subcontracted by TO Contractor and/or Subcontractors and that provide essential support to the services provided to the Agency. TO Contractor and/or Subcontractors shall ensure that the Agency has the right to audit with subcontractor(s).

3.15 INCIDENT RESPONSE

The TO Contractor shall cooperate, to the fullest reasonable extent, with the Agency in responding to any actual or suspected security-related incident and its associated Agency response. Such incident may be related to technology (such as a technology-based breach of Sensitive Data), physical (such as unauthorized access to facilities), breach of confidentiality or IT security policy, or other event declared by the Agency, in its sole discretion, as requiring a response action.

The TO Contractor shall immediately notify the Agency and provide available details by telephone or in person, whichever is most expedient, with confirmation in writing, in the event that the TO Contractor, or its assigned Personnel, become aware of a breach or potential breach of Sensitive Data or other security-related incident. The TO Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's Sensitive Data or security-related incident, and shall remain in frequent, regular contact with the Agency regarding the incident.

The TO Contractor, supporting the Agency's incident response, must take prompt action to remedy conditions that may have caused a breach of Sensitive Data, or, in the event of a potential breach, to address conditions that have been identified as having the potential to cause a breach.

Should it be determined that actions or inactions of the TO Contractor or its Personnel contributed to such an incident, the Agency, in its sole discretion, may consider this as cause for immediate termination of the contract with the TO Contractor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 4 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

4.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO 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+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

4.2 SUBMISSION

4.2.1 E-MAIL SUBMISSION, TECHNICAL VOLUME

The TO Technical Proposal shall be submitted in one or more unencrypted e-mails separate from the TO Financial Proposal. This e-mail shall include:

- A. Subject line "CATS+ TORFP # G20B7400009 Technical" plus the Master Contractor Name
- B. One attachment labeled "TORFP G20B7400009 Technical - Attachments" containing all Technical Proposal Attachments (see Section 4.3, Summary of Attachments below), signed and in PDF format.
- C. One password protected attachment labeled "TORFP G20B7400009 Technical – Proposal" in Microsoft Word format (2007 or later) Agency will contact Offerors for the password to open each file. Offerors that are unable to provide a password that opens the TO Proposal documents will be deemed not susceptible for award.

4.2.2 E-MAIL SUBMISSION, FINANCIAL VOLUME

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 4.4.2, with password protection.

This e-mail shall include:

- A. Subject line "CATS+ TORFP # G20B7400009 Financial" plus the Master Contractor Name
- B. One password protected attachment labeled "TORFP G20B7400009 Financial" containing the TO Financial Proposal contents, signed and in PDF format. The TO Procurement Officer will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.

4.2.3 PAPER SUBMISSION

The Agency strongly desires TO Proposal submissions in e-mail format. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

4.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following signed attachments shall be included with the TO Technical Proposal in password-protected PDF format (for e-mail delivery). For paper submissions, submit two (2) copies of each with original signatures.

- A. Attachment 2-TORFP - MBE form.
- B. Attachment 4 – Conflict of Interest Affidavit and Disclosure.
- C. Attachment 5A – Key Personnel Minimum Qualifications Summary.
- D. Attachment 5B – Key Personnel Resume Form.
- E. Attachment 12 – Living Wage Affidavit of Agreement.
- F. Attachment 15 - Certification Regarding Investments in Iran.

The following attachments shall be included with the TO Financial Proposal (with password protection if emailed):

- A. Attachment 1 Price Sheet – Signed PDF.

4.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

4.4.1 TO TECHNICAL PROPOSAL

Important: A TO Technical Proposal shall include NO pricing information.

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (Section 3) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 3.
- 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 3.

B) Compliance with Offeror’s Company Minimum Qualifications

Offerors shall complete the following table and include it in the Technical Proposal. It will serve to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.1.1.

| Reference | Offeror Company Minimum Requirement | Evidence of Compliance |
|-----------|--|---|
| 2.1.1.1 | At least two (2) years of demonstrated experience providing application systems development, operations, and maintenance support services to public-sector | As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five years able to attest to the Offeror’s experience in providing |

| | | |
|---------|--|--|
| | defined benefit / pension industry clients | application systems development, operations, and maintenance support services to public-sector defined benefit / pension industry clients |
| 2.1.1.2 | Familiarity with application functions similar to those performed by the Agency, in particular but not exclusively those included in the MPAS system, listed in Sections 3.3.2 | As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five years able to attest to the Offeror’s familiarity with application functions similar to those performed by the Agency. |

C) Proposed Personnel and TORFP Staffing

Offeror shall propose three (3) Key Personnel in response to this TORFP. Offeror shall:

- 1) Two (2) of the proposed Key Personnel shall have the skills and requirements described in Section 2.2 A. and shall meet the CATS+ section 2-10 labor category of *Senior Computer Programmer*. The third (3rd) proposed Key Personnel shall have the skills and requirements described in 2.2 B. and shall meet the CATS+ section 2-10 labor category of *Senior Intranet/Internet Site Developer*.
- 2) Complete and provide for each proposed resource one (1) Attachment 5B, Key Personnel Resume Form;
- 3) Complete and provide for each proposed resource one (1) Attachment 5A, Key Personnel Minimum Qualifications Summary.
- 4) Complete and provide the Personnel / Labor Category Cross Reference Chart found in **Section 5.2** of this TORFP for each proposed Key Personnel.
- 5) Provide three (3) references per proposed Key Personnel containing the information listed in Attachment 5B.
- 6) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the Key Personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a) Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b) Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c) Supporting descriptions for all labor categories proposed in response to this TORFP
 - d) Description of approach for quickly substituting qualified personnel after start of TO.
 - e) If available it would be helpful to provide examples staffing accomplishments while in a similar support/development situations. i.e. Offeror may have ramped-up and back down as project status progressed over time.
- 7) Provide the names and titles of the Offeror’s management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

D) MBE Participation

NO SBE, or VSBE forms are required for this TORFP.

Submit completed MBE documents 2-1A

E) Subcontractors

Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 3 - Scope of Work.

F) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.

G) Offeror and Subcontractor Experience and Capabilities

1) Provide up to three examples of engagements or contracts the Offeror has completed that were similar to Section 3 - Scope of Work. Include contact information for each client organization complete with the following:

- a) Name of organization.
- b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- c) Services provided as they relate to Section 3 - Scope of Work.
- d) Start and end dates for each example engagement or contract.
- e) Current Offeror team personnel who participated on the engagement.
- f) If the Offeror is no longer providing the services, explain why not.

2) State of Maryland Experience: If applicable, the Offeror 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 Offeror shall provide the following (if not already provided in sub paragraph 1 above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Offeror is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

An Offeror 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 4, of the General Provisions Article of the Annotated Code of Maryland. Offerors 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

4.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Offeror's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Price Sheet);
- B) Attachment 1– Price Sheet, with all proposed labor categories including all rates fully loaded. Offerors are required to complete each applicable cell in the Attachment 1 table, according to the instructions on Attachment 1, including insertion of CATS+ Labor Categories being proposed by the Offeror in the second column of the Price Sheet, to conform to Job Titles provided by the Agency in the first column of the Price Sheet.
- C) To be responsive to this TORFP, the Price Sheet (Attachment 1) shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- D) Prices shall be valid for 120 days.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 5 - TASK ORDER AWARD PROCESS

5.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Agency will consider all information submitted in accordance with Section 4.

5.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The Offeror's overall experience, capability, and references as described in the Offeror's TO Technical Proposal. TO Technical Proposal must clearly substantiate that the TO Contractor fully meets minimum qualifications in Section 2.1.1 of this TORFP. Evaluation will also consider the extent to which the TO Contractor's experience and capabilities exceed minimum qualifications.
- B) The Offeror's overall understanding of the TORFP Scope of Work – Section 3. Level of understanding will be determined in part by the content of the Technical Proposal, and in part by the quality and accuracy of the Technical Proposal in adherence with the Proposal Format section, Section 4.4.
- C) The qualifications and experience of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 3. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews) as they relate to the Labor Category and role for which the individual is proposed. Capabilities of proposed resources include:
 - 1) Level of skills and experience of proposed Key Personnel with technical tools listed in the TO Contractor and Personnel Experience section, Section 2.2. Greater weight will be given to Key Personnel who have experience with the core pension administration functions of a public-sector defined benefit program, as described in Section 3 of this TORF
 - 2) References and summaries of prior professional work assignments of proposed Key Personnel provided in the Technical Proposal submission and oral presentation.
 - 3) Responses at the oral presentation to questions posed by the Agency to Offerors and Key Personnel.

The following chart must be included in each TO Contractor proposal, cross-referencing names and Labor Categories of each proposed personnel:

PERSONNEL / LABOR CATEGORY CROSS-REFERENCE CHART

| Name of proposed Key Personnel | Labor Category of the Named Individual |
|--------------------------------|---|
| <i>(Insert Name here)</i> | <i>Senior Computer Programmer</i> |
| | <i>Senior Computer Programmer</i> |
| | <i>Senior Internet/Intranet Site Developers</i> |

In evaluating the quality and accuracy of each individual's resume as submitted by the TO Contractor, the Agency will assess the extent to which the Offeror can attest to the proposed personnel's respective qualifications and experience, based on direct observation of those individuals' work.

- D) The ability for the Offeror to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in **Section 2.1 and 2.2**.
- E) Demonstration of how the Offeror plans to staff the Task Order at the levels set forth in **Section 3.1** and also for potential future resource requests.

5.3 SELECTION PROCEDURES

TO Technical Proposals will be evaluated based on the criteria set forth above in **Section 5.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to **Section 4.4.1** TO Technical Proposal. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the two (2) responsible Offerors who have the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

5.4 Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in the table below, List of Attachments.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- a. Issuance of a fully executed TO Agreement,
- b. Execution of a Non-Disclosure Agreement (TO Contractor),

- c. Purchase Order, and
- d. By a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>)
- e. Submission by TO Contractor of a signed Criminal Background Check Affidavit (Attachment 17), and

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

LIST OF ATTACHMENTS

| Attachment Label | Attachment Name | Applicable to this TORFP? | Submit with Proposal?* (Submit, Do Not Submit, N/A) |
|-------------------------|---|----------------------------------|--|
| Attachment 1 | Price Sheet | Applicable | Submit with TO Financial Proposal with password protection |
| Attachment 2-TORFP | Acknowledgement of Work Order MBE Requirements | Applicable | Submit with Technical Proposal |
| Attachment 2 | Minority Business Enterprise Participation (Attachments 1A – 5) | Applicable | Submit with TO Technical Proposal |
| Attachment 3 | Task Order Agreement (TO Agreement) | Applicable | Do Not Submit with Proposal |
| Attachment 4 | Conflict of Interest Affidavit and Disclosure | Applicable | Submit with TO Technical Proposal |
| Attachment 5 | Labor Classification Personnel Resume Summary | Applicable | Submit with TO Technical Proposal |
| Attachment 6 | Pre-Proposal Conference Directions | Applicable | Do Not Submit with Proposal |
| Attachment 7 | Notice to Proceed (Sample) | Applicable | Do Not Submit with Proposal |
| Attachment 8 | Agency Deliverable Product Acceptance Form (DPAF) | Applicable | Do Not Submit with Proposal |
| Attachment 9 | Non-Disclosure Agreement (Offeror) | <i>Not Applicable</i> | <i>N/A</i> |
| Attachment 10 | Non-Disclosure Agreement (TO Contractor) | Applicable | Do Not Submit with Proposal |
| Attachment 11 | TO Contractor Self-Reporting Checklist | Applicable | Do Not Submit with Proposal |
| Attachment 12 | Living Wage Affidavit of Agreement | Applicable | Submit with TO Technical Proposal |
| Attachment 13 | Mercury Affidavit | <i>Not Applicable</i> | <i>N/A</i> |
| Attachment 14 | Veteran Owned Small Business Enterprise Utilization Affidavit | <i>Not Applicable</i> | <i>N/A</i> |
| Attachment 15 | Certification Regarding Investments in Iran | Applicable | Submit with TO Technical Proposal |
| Attachment 16 | Sample Work Order | Applicable | Do Not Submit with Proposal |
| Attachment 16-1 | Sample WO Resume | Applicable | Do Not Submit with Proposal |
| Attachment 16-2 | Sample WO Price Proposal | Applicable | Do Not Submit with Proposal |
| Attachment 16-3 | Sample WO Agreement | Applicable | Do Not Submit with Proposal |
| Attachment 17 | Criminal Background Check Affidavit | Applicable | W/in 45 days of NTP |

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET**PRICE SHEET (TIME AND MATERIALS) FOR CATS+ TORFP # G20B7400009**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

TO Contractors shall enter the CATS+ Labor Category for each TORFP Job Title in the second column in Year 1; the correspondence of Job Title to CATS+ Labor Category will carry forward into Years 2 through 5, so no entry need be made in this column after Year 1. For each Job Title, enter the proposed Hourly Labor rate for that Year in Column A. Then, multiply the rate in Column A times the Total Class Hours in Column B and enter the resulting Extended Price into Column C. The number of Total Class Hours must not be changed. Then, add together the Extended Price for the three Job Titles and enter the total in Extended Price Year 1.

Repeat this process for each Year in the table below, Years 2 through 5.

Last, enter the sum of dollar values for each Evaluated Price, for Years 1 through 5, in the box for Total Evaluated Price (Years 1 – 5) at the bottom of the Price Sheet table.

A year for this Task Order shall be calculated as one calendar year from NTP.

Labor Rate Maximums: The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

| Job Title from TORFP | CATS+ Labor Category | Hourly Labor Rate (A) | Total Class Hours (B) | Extended Price (C) |
|---|--------------------------------------|-------------------------------|-----------------------|--------------------|
| Year 1 | | | | |
| Senior Computer Programmer | <i>(Insert CATS+ Labor Category)</i> | \$ | 10,000 | \$ |
| Senior Internet/Intranet Site Developer | <i>(Insert CATS+ Labor Category)</i> | \$ | 2,000 | \$ |
| Senior Computer Systems Analyst | <i>(Insert CATS+ Labor Category)</i> | \$ | 2,000 | \$ |
| Senior Data Base Administrator | <i>(Insert CATS+ Labor Category)</i> | \$ | 2,000 | \$ |
| Senior Data Architect | <i>(Insert CATS+ Labor Category)</i> | \$ | 4,000 | \$ |
| Technical Supervisor | <i>(Insert CATS+ Labor Category)</i> | \$ | 2,000 | \$ |
| | | Evaluated Price Year 1 | | \$ |
| Year 2 | | | | |
| Senior Computer Programmer | | \$ | 26,000 | \$ |
| Senior Internet/Intranet Site Developer | | \$ | 4,000 | \$ |

| Job Title from TORFP | CATS+ Labor Category | Hourly Labor Rate (A) | Total Class Hours (B) | Extended Price (C) |
|--|----------------------|-------------------------------|-----------------------|--------------------|
| Senior Computer Systems Analyst | | \$ | 4,000 | \$ |
| Senior Data Base Administrator | | \$ | 2,000 | \$ |
| Senior Data Architect | | \$ | 4,000 | \$ |
| Technical Supervisor | | \$ | 2,000 | \$ |
| | | Evaluated Price Year 2 | | \$ |
| Year 3 | | | | |
| Senior Computer Programmer | | \$ | 26,000 | \$ |
| Senior Internet/Intranet Site Developer | | \$ | 4,000 | \$ |
| Senior Computer Systems Analyst | | \$ | 4,000 | \$ |
| Senior Data Base Administrator | | \$ | 2,000 | \$ |
| Senior Data Architect | | \$ | 2,000 | \$ |
| Technical Supervisor | | \$ | 2,000 | \$ |
| | | Evaluated Price Year 3 | | \$ |
| Year 4 | | | | |
| Senior Computer Programmer | | \$ | 20,000 | \$ |
| Senior Internet/Intranet Site Developer | | \$ | 4,000 | \$ |
| Senior Computer Systems Analyst | | \$ | 2,000 | \$ |
| Senior Data Base Administrator | | \$ | 1,000 | \$ |
| Senior Data Architect | | \$ | 1,000 | \$ |
| Technical Supervisor | | \$ | 2,000 | \$ |
| | | Evaluated Price Year 4 | | \$ |
| Year 5 | | | | |
| Senior Computer Programmer | | \$ | 10,000 | \$ |
| Senior Internet/Intranet Site Developer | | \$ | 2,000 | \$ |
| Senior Computer Systems Analyst | | \$ | 2,000 | \$ |
| Senior Data Base Administrator | | \$ | 1,000 | \$ |
| Senior Data Architect | | \$ | 1,000 | \$ |
| Technical Supervisor | | \$ | 2,000 | \$ |
| | | Evaluated Price Year 5 | | \$ |
| Total Evaluated Price (Years 1 – 5) | | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

**ATTACHMENT 2 –TORFP STATE RETIREMENT AGENCY TEAM RESOURCES -
ACKNOWLEDGEMENT OF WORK ORDER MBE REQUIREMENTS**

This document shall be included with the submittal of the Master Contractor’s response to the TORFP. If the Master Contractor fails to complete and submit this form with its response to the TORFP, the Procurement Officer shall determine that the Master Contractor’s response to the TORFP is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to Solicitation No. N00B8400064, I affirm the following:

1. I understand that if I am awarded a Task Order Agreement under the solicitation noted above, I will have the opportunity to compete for and win Work Orders that may contain MBE participation requirements.
2. If I am awarded a Task Order Agreement under the solicitation noted above, and I respond to a Work Order that contains MBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order, my Work Order Proposal will be eliminated from further consideration.
3. If I am awarded a Work Order Agreement, I commit to making a good faith effort to achieve the MBE goal established for the Work Order.

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.

Bidder/Offeror Name

Signature of Affiant

Printed Name, Title

Address

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # G20B7400009

If after reading these instructions you have additional questions or need further clarification, please contact the TO Manager immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A 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 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 of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. 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, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **subcontractor's 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 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 2-4A. 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.
- 5) 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 -1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

PART 1 - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule. A firm whose MBE certification application is pending may not be counted.
4. Please refer to the MDOT MBE Directory at <https://mbe.mdot.maryland.gov/directory/> to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS codes, please visit <https://www.census.gov/eos/www/naics/>. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **CAUTION:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the overall MBE participation goal, including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.

- ✓ In order to receive credit for self-performance, an MBE prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform.
 - ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to use other MBEs for each of any remaining subgoals or request a waiver. As set forth in Attachment 1-B Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website http://www.gomdsmallbiz.maryland.gov/Documents/MBE_Toolkit/MBEPrimeRegulation_QA.pdf for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the Contract that the certified MBE performs with its own forces toward fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
7. The work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
8. **Materials and Supplies: New Guidelines Regarding MBE Participation.**
- ✓ **Regular Dealers:** Up to 60% of the costs of materials and supplies provided by a certified MBE may be counted towards the MBE participation goal(s) if such MBE is a Regular Dealer of such materials and supplies. Regular Dealer is defined as a firm that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business; and does not include a packager, a broker, a manufacturer's representative, or any other person that arranges or expedites transactions. Generally, a Regular Dealer will be identified as a wholesaler or supplier in the MDOT Directory.
 - ✓ **Manufacturers:** A certified MBE firm's participation may be counted in full if the MBE is certified in the appropriate NAICS code(s) to provide products and services as a manufacturer.
 - ✓ **Brokers:** With respect to materials or supplies purchased from a certified MBE that is neither a manufacturer nor a regular dealer, a unit may apply the entire amount of fees or commissions

charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials and supplies required on a procurement toward the MBE contract goals, provided a unit determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. A unit may not apply any portion of the costs of the materials and supplies toward MBE goals.

- ✓ **Furnish and Install:** The participation of a certified MBE supplier, wholesaler, and/or regular dealer certified in the proper NAICS Code(s) to furnish and install materials necessary for successful contract completion may be counted in full.

9. **Dually certified firms.** An MBE that is certified in more than one subgroup category may only be counted toward goal fulfillment of ONE of those categories with regard to a particular contract.

Example: A woman-owned Hispanic American (dually certified) firm may be used to fulfill the women-owned OR Hispanic American subgoal, but not both on the same contract.

10. **CAUTION:** The percentage of MBE participation, computed using the percentage amounts determined for all of the MBE firms listed in PART 3, MUST meet or exceed the MBE participation goal and subgoals (if applicable) as set forth in PART 2- for this solicitation. If a bidder/offeror is unable to meet the MBE participation goal or any subgoals (if applicable), then the bidder/offeror must request a waiver in PART 2 or the bid will be deemed not responsive, or the proposal not reasonably susceptible of being selected for award. You may wish to use the attached Goal/Subgoal Worksheet to assist in calculating the percentages and confirming that your commitment meets or exceeds the applicable MBE participation goal and subgoals (if any).

11. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

Subgoals (if applicable)

| | |
|--|--------------|
| Total African American MBE Participation: | _____0_____% |
| Total Asian American MBE Participation: | _____0_____% |
| Total Hispanic American MBE Participation: | _____0_____% |
| Total Women-Owned MBE Participation: | _____0_____% |

Overall Goal

| | |
|---|--------------|
| Total MBE Participation (include all categories): | _____0_____% |
|---|--------------|

PART 2 - MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the bid/proposal. If the bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. _____, I affirm the following:

- MBE Participation (PLEASE CHECK ONLY ONE)** [Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below and delete any of the subgoals that do not apply to this solicitation and then delete this sentence of instruction.]

I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

- _____ percent for African American-owned MBE firms
- _____ percent for Hispanic American-owned MBE firms
- _____ percent for Asian American-owned MBE firms
- _____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete PART 3, the MBE Participation Schedule in order to be considered for award.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete PART 3, the MBE Participation Schedule for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, 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) Good Faith Efforts Documentation to Support Waiver Request (Attachment __-1C)
- (b) Outreach Efforts Compliance Statement (Attachment __-2);
- (c) MBE Subcontractor/MBE Prime Project Participation Statement (Attachments __-3A and 3B);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

Information Provided to MBE firms

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

PART 3 - MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract value allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

| Prime Contractor | Project Description | Section 6 - Project/Contract Number |
|------------------|---------------------|-------------------------------------|
| | | |

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

| | |
|--|---|
| <p>MBE Prime Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> | <p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____%</p> <p>Description of the Work to be performed with MBE prime’s own forces: _____ _____ _____</p> |
|--|---|

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

| | |
|--|--|
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> | <p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Description of the Work to be Performed: _____ _____ _____</p> |
|--|--|

| | |
|--|--|
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> | <p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Description of the Work to be Performed: _____ _____ _____</p> |
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> | <p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Description of the Work to be Performed: _____ _____ _____</p> |
| <p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification</p> | <p>Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Please refer to Item #8 in PART 1- Instructions of this document for new MBE participation guidelines regarding materials and supplies.</p> <p><input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer <input type="checkbox"/> Broker <input type="checkbox"/> Furnish and Install <input type="checkbox"/> Services <input type="checkbox"/> Other</p> <p>Description of the Work to be Performed: _____ _____ _____</p> |

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH WORK ORDER PROPOSAL

ATTACHMENT 2 -1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
 - (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 - (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform,

available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerors in meeting the contract. For example, when the apparent successful bidder/offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeror could have met the goal. If the apparent successful bidder/offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations**); and
 - (b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.
- C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)
 1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
 2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**
 3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.
- D. Other Documentation
 1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.
 2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for
the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative Title Date

MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority
firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either
unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a
request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor Title Date

**ATTACHMENT 2 -1C MBE ATTACHMENT
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page __ of __

| | |
|----------------------|----------------------|
| Prime Contractor: | Project Description: |
| Solicitation Number: | |

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment 2-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 2-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work bidder/offeror made available to MBE firms

Page __ of __

| | |
|----------------------|----------------------|
| Prime Contractor: | Project Description: |
| Solicitation Number: | |

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

| Identified Items of Work | Was this work listed in the procurement? | Does bidder/offeror normally self-perform this work? | Was this work made available to MBE Firms? If no, explain why? |
|--------------------------|--|--|--|
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

| | |
|----------------------|----------------------|
| Prime Contractor: | Project Description: |
| Solicitation Number: | |

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

| Name of Identified MBE Firm & MBE Classification | Describe Item of Work Solicited | Initial Solicitation Date & Method | Follow-up Solicitation Date & Method | Details for Follow-up Calls | Quote Rec'd | Quote Used | Reason Quote Rejected |
|---|---------------------------------|--|--|---|---|---|--|
| Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification | | Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email | Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email | Time of Call: Spoke With: <input type="checkbox"/> Left Message | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing |
| Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification | | Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email | Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email | Time of Call: Spoke With: <input type="checkbox"/> Left Message | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing |

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page of

| | |
|----------------------|----------------------|
| Prime Contractor: | Project Description: |
| Solicitation Number: | |

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

| Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid) | Self-performing or Using Non-MBE (Provide name) | Amount of Non-MBE Quote | Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE | Amount Quoted | Indicate Reason Why MBE Quote Rejected & Briefly Explain |
|--|--|-------------------------|---|---------------|---|
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |
| | <input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE | \$ _____ | _____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE | \$ _____ | <input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other |

Please check if Additional Sheets are attached.

**ATTACHMENT 2 -2 MBE ATTACHMENT
OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. G20B7400009, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

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

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

 Company Name

 Signature of Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

**ATTACHMENT 2 -3A MBE ATTACHMENT
MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

| NAICS CODE | WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) | DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES |
|------------|--|--|
| | | |
| | | |
| | | |
| | | |

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR
Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

SUBCONTRACTOR
Signature of Representative:

Printed Name and Title:

Firm's Name:

Federal Identification Number:

Address:

Telephone:

Date:

ATTACHMENT 2 -3B MBE ATTACHMENT
MBE PRIME PROJECT PARTICIPATION CERTIFICATION

Please complete and submit this form to attest each specific item of work that your MBE firm has listed on the MBE participation schedule (Attachment 2-1A) for purposes of meeting the MBE participation goals. This form must be submitted within 10 Working Days of notification of apparent award. If the Bidder/offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

| NAICS CODE | WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately. | DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES | VALUE OF THE WORK |
|------------|---|--|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |

| |
|--|
| <p>MBE PRIME CONTRACTOR</p> <p>Signature of Representative: _____</p> <p>Printed Name and Title: _____</p> <p>Firm’s Name: _____</p> <p>Federal Identification Number: _____</p> <p>Address: _____ _____</p> <p>Telephone: _____</p> <p>Date: _____</p> |
|--|

This form must be completed monthly by the prime contractor.

ATTACHMENT 2 -4A MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

**Maryland State Retirement Agency
Minority Business Enterprise Participation**

Prime Contractor Paid/Unpaid MBE Invoice Report

| | |
|---|--|
| Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence | Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____ |
|---|--|

| | | | |
|---|-------------|---|--------|
| Prime Contractor: | | Contact Person: | |
| Address: | | | |
| City: | | State: | ZIP: |
| Phone: | FAX: Email: | | |
| MBE Subcontractor Name: | | Contact Person: | |
| Phone: | FAX: | | |
| Subcontractor Services Provided: | | | |
| List all payments made to MBE subcontractor named above during this reporting period: | | List dates and amounts of any outstanding invoices: | |
| Invoice# | Amount | Invoice # | Amount |
| 1. | | 1. | |
| 2. | | 2. | |
| 3. | | 3. | |
| 4. | | 4. | |
| Total Dollars Paid: \$_____ | | Total Dollars Unpaid: \$_____ | |
| <p>**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):</p> | | | |
| _____ Contract Manager _____ Contracting Unit (Department or Agency) _____ _____ mailto: | | | |

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

ATTACHMENT 2 SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

| | |
|--|-------------------------|
| Report#: _____ | Contract # |
| Reporting Period (Month/Year): _____ | Contracting Unit: |
| Report is due by the 15th of the month following the month the services were performed. | MBE Subcontract Amount: |
| | Project Begin Date: |
| | Project End Date: |
| | Services Provided: |

| | | |
|---|--------|---|
| MBE Subcontractor Name: | | |
| MDOT Certification #: | | |
| Contact Person: | | Email: |
| Address: | | |
| City: | State: | ZIP: |
| Phone: | FAX: | |
| Subcontractor Services Provided: | | |
| List all payments received from Prime Contractor during reporting period indicated above. | | List dates and amounts of any unpaid invoices over 30 days old. |
| Invoice Amount | Date | Invoice Amount Date |
| 1. | | 1. |
| 2. | | 2. |
| 3. | | 3. |
| 4. | | 4. |
| Total Dollars Paid: \$ _____ | | Total Dollars Unpaid: \$ _____ |
| Prime Contractor: | | Contact Person: |
| **Return one copy of this form to the following address (electronic copy with signature & date is preferred): | | |
| | | |
| _____ Contract Manager | | |
| _____ Contracting Unit | | |
| Maryland State Retirement Agency | | |
| _____ | | |
| _____ mailto: | | |

Signature: _____ Date: _____
(Required)

ATTACHMENT 2 -4B MBE PRIME CONTRACTOR REPORT

**Maryland State Retirement Agency
Minority Business Enterprise Participation**

MBE Prime Contractor Report

| | |
|---|--|
| MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence | Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____ |
|---|--|

| | | |
|-----------------------|--------------|---------------|
| Contact Person: _____ | | |
| Address: _____ | | |
| City: _____ | State: _____ | ZIP: _____ |
| Phone: _____ | Fax: _____ | E-mail: _____ |

| INVOICE NUMBER | VALUE OF THE WORK | NAICS CODE | DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES |
|----------------|-------------------|------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature: _____ Date: _____

| |
|---|
| _____ Contract Monitor _____ Contracting Unit (Department) _____ _____ _____ |
|---|

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor.

ATTACHMENT 2 -5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

| | |
|--|-------------------------|
| Report#: _____ | Contract # |
| Reporting Period (Month/Year): _____ | Contracting Unit: |
| Report is due by the 15th of the month following the month the services were performed. | MBE Subcontract Amount: |
| | Project Begin Date: |
| | Project End Date: |
| | Services Provided: |

| | | |
|-------------------------|--------|------|
| MBE Subcontractor Name: | | |
| MDOT Certification #: | | |
| Contact Person: | Email: | |
| Address: | | |
| City: | State: | ZIP: |
| Phone: | FAX: | |

Subcontractor Services Provided:

| <p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table> <thead> <tr> <th></th> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> <p>Total Dollars Paid: \$_____</p> | | Invoice Amount | Date | 1. | | | 2. | | | 3. | | | 4. | | | <p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table> <thead> <tr> <th></th> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> <p>Total Dollars Unpaid: \$_____</p> | | Invoice Amount | Date | 1. | | | 2. | | | 3. | | | 4. | | |
|---|----------------|----------------|------|----|--|--|----|--|--|----|--|--|----|--|--|---|--|----------------|------|----|--|--|----|--|--|----|--|--|----|--|--|
| | Invoice Amount | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Invoice Amount | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|-------------------|-----------------|
| Prime Contractor: | Contact Person: |
|-------------------|-----------------|

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Manager
 _____ Contracting Unit
 Maryland State Retirement Agency

 _____ mailto:

Signature: _____ Date: _____
 (Required)

ATTACHMENT 3 TASK ORDER AGREEMENT**CATS+ TORFP# G20B7400009 OF MASTER CONTRACT #060B2490023**

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20__ by and between _____ (TO Contractor) and the STATE OF MARYLAND, Maryland State Retirement Agency (Agency).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means Maryland State Retirement Agency, as identified in the CATS+ TORFP # G20B7400009.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # G20B7400009, dated December 1, 2017, including any addenda and amendments.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means Ms. Margie J. Gordon, CPPB. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between the Agency and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Manager” means Mr. Thomas Montanye. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.
3. Time for Performance
- Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of _____, commencing on the date the TO Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for three (3) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.
4. Consideration and Payment
- 4.1 The consideration to be paid the TO Contractor shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 TO Proposal Format and Submission Requirements of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Maryland State Retirement Agency

By: Margie J. Gordon, TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Andrea E. Young
Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- 1) For this TORFP,
 - a) Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - b) Master Contractors shall propose the CATS+ Labor Category that best fits each proposed resource. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - c) A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - i) Failure to follow these instructions.
 - ii) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - iii) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - iv) Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
 - d) Complete and sign the **Minimum Qualifications Summary (Attachment 5A)** and the **Key Personnel Resume Form (Attachment 5B)** for each Key Personnel resource proposed. Alternate resume formats are not allowed.
 - i) The **Key Personnel Minimum Qualifications Summary (Attachment 5A)** demonstrates the proposed Key Personnel meet minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Key Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- ii) The **Key Personnel Resume Form (Attachment 5B)** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5

5A – KEY PERSONNAL MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # G20B7400009

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

| | | | | | | | | | | |
|---|---|-----------------------|----|-----------------------|--|--|--|-------------------|--|--|
| Proposed Individual’s Name and Company/Sub-Contractor: | List how the proposed individual meets each requirement by including a reference to relevant entries in Form 5B | | | | | | | | | |
| LABOR CATEGORY TITLE – (INSERT CATS+ LABOR CATEGORY NAME) | | | | | | | | | | |
| <p>Education:</p> <p>Insert the education description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> | <p>(Identify school or institution Name; Address; Degree obtained and dates attended.)</p> | | | | | | | | | |
| <p>Generalized Experience:</p> <p>Insert the generalized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p> | <p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.)</p> <table border="1" data-bbox="797 821 1455 947"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference(s) to the full description on Form 5B></td> </tr> </table> | FROM | TO | Job Title and Company | | | | Match to Form 5B: | <insert cross-reference(s) to the full description on Form 5B> | |
| FROM | TO | Job Title and Company | | | | | | | | |
| | | | | | | | | | | |
| Match to Form 5B: | <insert cross-reference(s) to the full description on Form 5B> | | | | | | | | | |
| <p>Specialized Experience:</p> <p>Insert the specialized experience description from the CATS+ Master Contract RFP from Section 2.10 for the applicable labor category</p> <p>Provide dates in the format of MM/YY to MM/YY</p> | <p>(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.)</p> <table border="1" data-bbox="797 1083 1455 1209"> <tr> <td>FROM</td> <td>TO</td> <td>Job Title and Company</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>Match to Form 5B:</td> <td colspan="2"><insert cross-reference to the full description on Form 5B></td> </tr> </table> | FROM | TO | Job Title and Company | | | | Match to Form 5B: | <insert cross-reference to the full description on Form 5B> | |
| FROM | TO | Job Title and Company | | | | | | | | |
| | | | | | | | | | | |
| Match to Form 5B: | <insert cross-reference to the full description on Form 5B> | | | | | | | | | |
| <p>TORFP Additional Requirements</p> <p>Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP.</p> <p>Provide dates in the format of MM/YY to MM/YY</p> | | | | | | | | | | |

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

ATTACHMENT 5 5B – KEY PERSONNEL RESUME FORM

CATS+ TORFP # G20B7400009

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

| | |
|---------------------------------|---|
| Resource Name: | |
| Master Contractor: | <insert Master Contractor name> Sub-Contractor (if applicable): |
| Proposed CATS+ Labor Category: | <proposed by Master Contractor> |
| Job Title (As listed in TORFP): | <as described in this TORFP> |

Education / Training (start with most recent degree / certificate)

| Institution Name / City / State | Degree / Certification | Year Completed | Field Of Study |
|---------------------------------|------------------------|----------------|----------------|
| <add lines as needed> | | | |

Relevant Work Experience*

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in Section 3 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

| | |
|---|--|
| [Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used] | Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements) |
| [Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used] | Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements) |

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

| | |
|--------------------|----------------------------|
| Reference Number: | 1 |
| Date From: | <mm/yy> |
| Date To: | <mm/yy> |
| Organization Name: | <insert organization name> |

| | |
|-----------------|------------------|
| Contact Name: | <insert contact> |
| Contact Phone: | <insert phone> |
| Contact e-mail: | <insert e-mail> |
| Details: | <insert details> |

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

Master Contractor Representative:

Signature Date

Proposed Individual:

Signature Date

Instruction: Sign each form.

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS**Directions and Parking****Driving Directions to the Agency**

Coming from the north

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

Coming from the south

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

Coming from the Eastern Shore

1. Take US-50 W to I-97 N (Exit 13 B)
2. Take I-97 N to I-695 W Baltimore Beltway (Exit 17 A)
3. Merge onto I-295 N (Exit 7 B) toward Baltimore
4. Turn right onto W. Pratt St.
5. Turn left onto S. Charles St.
6. Turn right on E. Baltimore St.
7. Sun Trust building is at corner of E. Baltimore and Calvert Streets

Coming from the west

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

Parking

Parking at your own expense is available in the Sun Trust Building. There are also numerous other garages in the area.

Sun Trust Garage

Hourly rates for the garage are as follows.

| Time | Rate |
|----------------|-------------|
| Up to 0.5 hrs. | \$8 |
| 0.5 to 1 hrs. | \$11 |
| 1 to 1.5 hrs. | \$16 |
| Daily max | \$22 |
| After 5pm | \$6 |

The entrance to the garage is on Calvert Street. To get to the lobby from the garage, enter the garage elevator and choose floor #1.

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ Solicitation Number (TORFP #): G20B7400009

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. / Ms. _____ of Maryland State Retirement Agency (Agency Name) will serve as the TO Manager and your contact person on this Task Order. He / She can be reached at telephone _____.

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

Sincerely,

Ms. Margie J. Gordon, CPPB
Task Order Procurement Officer

Enclosures (2)

cc: <<TO Manager Name>>, TO Manager

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

<http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>

ATTACHMENT 9 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 20___, by and between the State of Maryland ("the State"), acting by and through its Maryland State Retirement Agency ("the Agency"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for Systems Development Staffing Support TORFP No. G20B740009 dated _____, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023; and

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

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

1. 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 means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former

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

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

TO Contractor/TO Contractor’s Personnel:

Maryland State Retirement Agency/MSRA:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

ATTACHMENT 11 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ 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@maryland.gov with the TO number in the subject line.

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

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why)

Was the substitute approved by the agency in writing?

Yes No (If no, explain why)

Section 4 – MBE Participation

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

B) Are MBE reports 2-4A, 2-4B, and 2-5 submitted monthly?

Yes No (If no, explain why)

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) _____ %

(Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why)

Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

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

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why)

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No

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

D) Is the change management procedure being followed?

Yes No (If no, explain why)

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 12 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

Bidder/Offeror is a nonprofit organization

Bidder/Offeror is a public service company

Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

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

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

All employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;

All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or

All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 13 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 14 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION (VSBE)
FOR STATE OF MARYLAND**

The VSBE participation goal for this solicitation is 0%.

ATTACHMENT 15 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

ATTACHMENT 16 SAMPLE WORK ORDER

| | | | | | |
|---|--------------|--------------------------|--|--------------|----------------|
| WORK ORDER | | Work Order # | Contract # | | |
| | | | | | |
| This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order. | | | | | |
| Purpose | | | | | |
| Statement of Work | | | | | |
| <u>Requirements</u> (<i>Uniquely number each requirement</i>): | | | | | |
| | | | | | |
| <u>Deliverable(s), Acceptance Criteria and Due Date(s)</u> (<i>Uniquely number each Deliverable</i>): | | | | | |
| | | | | | |
| Deliverables are subject to review and approval by the AGENCY prior to payment. (<i>Attach additional sheets if necessary</i>) | | | | | |
| Start Date | | End Date | | | |
| | | | | | |
| Cost | | | | | |
| Description for Task / Deliverables | | Quantity (if applicable) | Labor Hours (Hrs.) | Labor Rate | Estimate Total |
| 1. | | | | \$ | \$ |
| 2. | | | | \$ | \$ |
| *Include WBS, schedule and response to requirements. | | | The AGENCY shall pay an amount not to exceed | | \$ |
| Contractor | | | Agency Approval | | |
| (Signature) Contractor Authorized Representative (Date) | | | (Signature) TO Manager (Date) | | |
| POC | (Print Name) | | TO Manager | (Print Name) | |
| Telephone No. | | | Telephone No. | | |
| E-mail: | | | E-mail: | | |

ATTACHMENT 16 -1 SAMPLE WORK ORDER RESUME FORM

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit only one resume per Labor Category described in Section 1 of the Work Order. If the Work Order requests multiple Labor Categories, use a separate resume form for each Labor Category. each proposed candidate.

Labor Category
(from Section 1 of the Work Order)

Candidate Name:

Master Contractor:

A. Education / Training

| Institution Name / City / State | Degree / Certification | Year Completed | Field Of Study |
|---------------------------------|------------------------|----------------|----------------|
| <add lines as needed> | | | |

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Experience / Knowledge / Skill described in Section 3 of the Work Order. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] *Description of Work...*
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person (Optional if current employer)]

[Organization] *Description of Work...*
 [Title / Role]
 [Period of Employment / Work]
 [Location]
 [Contact Person]

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first

| Start and End Dates | Job Title or Position | Organization Name | Reason for Leaving |
|-----------------------|-----------------------|-------------------|--------------------|
| <add lines as needed> | | | |

D. References

List persons the State may contact as employment references

| | | | |
|-----------------------|-----------------------|-------------------|-------------------|
| Reference Name | Job Title or Position | Organization Name | Telephone / Email |
| <add lines as needed> | | | |

LABOR CATEGORY PERSONNEL RESUME SUMMARY

*"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.

| | |
|--|--|
| Proposed Individual's Name/Company: | How does the proposed individual meet each requirement? |
|--|--|

LABOR CATEGORY TITLE – Enter Labor Category Name

| Requirement | Candidate Relevant Experience * |
|--------------------------------|--------------------------------------|
| Education: | Education: 1. |
| General Experience: | General Experience: 1. |
| Specialized Experience: | Specialized Experience: 1. |
| Preferred Experience: | Preferred Experience: 1. |

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

Master Contractor Representative:

_____ Signature _____ Date _____
Print Name

Proposed Individual:

_____ Date _____
Signature

Instruction: Sign each form.

ATTACHMENT 16 -2 SAMPLE WORK ORDER PRICE PROPOSAL

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

| CATS+ Labor Category | A | B | C |
|--|--------------------------------|------------------|---------------------------------|
| | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 1 Extended Price (A x B) |
| <i>Enter the CATS+ Labor Category name</i> | \$ | 1000 | \$ |
| <i>Total Period 1 Evaluation Price</i> | | | \$ |

| CATS+ Labor Category | A | B | C |
|--|--------------------------------|------------------|---------------------------------|
| | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 2 Extended Price (A x B) |
| <i>Enter the CATS+ Labor Category name</i> | \$ | 1000 | \$ |
| <i>Total Period 2 Evaluation Price</i> | | | \$ |

| CATS+ Labor Category | A | B | C |
|---|--------------------------------|------------------|---------------------------------|
| | Fully Loaded Hourly Labor Rate | Evaluation Hours | PERIOD 3 Extended Price (A x B) |
| <i>Enter the CATS+ Labor Category name</i> | \$ | 1000 | \$ |
| <i>Total Period 3 Evaluation Price</i> | | | \$ |
| <i>Total Work Order Price (Periods 1-3)</i> | | | \$ |

Authorized Individual Name _____ Company Name _____

Title _____ Company Tax ID # _____

Signature _____ Date _____

ATTACHMENT 16 -3 SAMPLE WORK ORDER AGREEMENT

CATS+ WORK ORDER# <<SOLICITATION NUMBER>> OF CATS+ TORFP #

This Work Order Agreement is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, State Retirement Agency (Agency).

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) "Agency" means Department of Human Services, as identified in the CATS+ Work Order # _____.
 - b) "CATS+ Work Order" means the Work Order # _____, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c) "Master Contract" means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) "TO Procurement Officer" means Margie J. Gordon, CPPB. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) "Work Order Agreement" means this signed Work Order Agreement between the Stte Retirement Agency and TO Contractor.
 - f) "Work Order Technical Proposal" means the TO Contractor's technical response to the CATS+ Work Order dated _____.
 - g) "Work Order Financial Proposal" means the TO Contractor's financial response to the CATS+ Work Order dated _____.
 - h) "Work Order Proposal" collectively refers to the Work Order Technical Proposal and Work Order Financial Proposal.
2. Scope of Work
 - 2.1 This Work Order Agreement incorporates all of the terms and conditions of the Master Contract and CATS+ TORFP N00B7400412 and shall not in any way amend, conflict with or supersede the Master Contract or the TORFP.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this Work Order Agreement, provide the services set forth in Work Order # _____. These services shall be provided in accordance with the Master Contract, CATS+ TORFP # N00B7400412, this Work Order Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, CATS+ TORFP # N00B7400412, this Work Order Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this Work Order Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The Work Order Agreement
 - b) Exhibit A – Work Order # _____
 - c) Exhibit B – Work Order Technical Proposal
 - d) Exhibit C – Work Order Financial Proposal

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

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the Work Order Proposal and in accordance with the Work Order #_____ on receipt of a Notice to Proceed from the TO Manager. The term of this Work Order Agreement is for a period of _____, commencing on the date the Work Order Agreement is fully executed and terminating on Month Day, Year. At the sole option of the State, this Work Order Agreement may be extended for three (3) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the Work Order Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined the Work Order, but no later than thirty (30) days after the Agency's receipt of a proper 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 Work Order Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, <<TO REQUESTING AGENCY ACRONYM>>

By: TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

ATTACHMENT 17 CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology's Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the _____ (Master Contractor) _____ has provided Maryland State Retirement Agency with a summary of the security clearance results for all of the candidates that will be working on Task Order CATS+ TORFP for Systems Development Staffing Support G20B7400009 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

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.

Master Contractor

Typed Name

Signature

Date

Submit within 45 days of NTP